Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

An ISO 9001 Company

ENQUIRY	Phone: +91 431 257 7653 Fax : +91 431 252 0031	Email : <skaruna@bheltry.co.in> Web : www.bhel.com

TWO PART BID TENDER TOBE SUBMITTED IN TWO PARTS.	Enquiry No: 2621400010	Enquiry Date: 07-02-2014	Due date for submission of quotation: 10-03-2014

You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order,
Please note that under any circumstances, both delayed offer and late offer will not be considered. Hence vendors are requested to ensure that the offer is reaching physically at our office before 14.00 hours of the date of tender opening.

Sl.No	Description:- HOSPITAL MEDICAL EQUIPMENT – 5 ITEMS	Qty
10	**Lens meter** (as per BHEL specification)	**1 No**
20	**Foetal Monitor** (as per BHEL specification)	**1 No**
30	**Syringe Pump** (as per BHEL specification)	**4 Nos**
40	**Multi Utility Photo Therapy Unit** (as per BHEL specification)	**1 No**

IMPORTANT POINTS TOBE TAKEN CARE DURING SUBMISSION OF OFFER:

1) The above requirements should be as per BHEL SPECIFICATION & QUALIFYING CRITERIA

   a) Enquiry srl No.10 Annexure-A BHEL SPECIFICATION & QUALIFYING CRITERIA attached
   b) Enquiry srl No.20 Annexure-B BHEL SPECIFICATION & QUALIFYING CRITERIA attached
   c) Enquiry srl No.30 Annexure-C BHEL SPECIFICATION & QUALIFYING CRITERIA attached
   d) Enquiry srl No.40 Annexure-D BHEL SPECIFICATION & QUALIFYING CRITERIA attached

2) DELIVERY PERIOD :- 3 MONTHS
3) DELIVERY TERMS: FOR/BHEL/TIRUCHY-14
4) CHECK LIST NO: MM/CE/IND/12 TO BE FILLED AND ATTACHED ALONG WITH YOUR OFFER FAILING WHICH, THE OFFER WILL NOT BE CONSIDERED FOR OUR EVALUATION.

Subsequent to the hosting of this Enquiry, any corrigendum to the Enquiry that may be hosted in the BHEL Web-site as well as Government Tenders-portal shall be viewed by the vendors regularly to Know the details of corrigendum. In case if any vendor without seeing the corrigendum quoted as per original enquiry and intimate that they have wrongly quoted will not be considered and rejected. However, as per the appropriate policy of BHEL, action will be taken in this regard.

ENCLOSURES:-

1) Enquiry Sheet – **2621400010 – 2 pages**
2) BHEL specification & Qualification Criteria attached **ANNEXURE-A, B, C,D** – 4 pages
3) BHEL Commercial terms and conditions vide Check List No. **MM/CE/IND/12**
4) GUIDELINES&INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER VIDE. No. **MM/CE/GT/001**

The above documents can be downloaded from BHEL web site http://www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units > Bharat Heavy Electricals Limited page) under Enquiry reference " .

Tenders should reach us before 14:00 hours on the due date Tenders will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present	Yours faithfully, For **BHARAT HEAVY ELECTRICALS LIITED** S. mudiam 7/2/14 **Administrative Officer/MM/CE**

S. MUDIAPTAM
Administrative Officer
Capital Equipment
TRICHY - 620 014

ENQUIRY No. 2621400010 Dated 7-2-2014

Special Instructions:

1) The bidders shall submit the offer in TWO INNER ENVELOPES as indicated below which shall be sealed in one outer envelope.

2) ENVELOPE-I This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "PART-I" Technical and commercial bid indicating Enquiry no. /date and address & Ref. of the bidder.

3) EVELOPE-II This sealed envelope should contain price details. This envelope should be clearly marked PART-II PRICE BID indicating Enquiry no. /date and address & Ref. of the bidder

4) Both the envelopes part I and II shall be put in one cover, duly sealed superscribing as PART I and II of Enquiry No. --- due date of the tender opening --- and the address and ref. of the bidder.The above offer should reach this office on or before the due dte by 14.00 hours (IST) Late offers will not be considered.

5) Delivery terms: FOR/BHEL/TIRUCHY. Hence Vendor should quote FOR price inclusive of P&F, Freight, transit insurance etc.

6) The vendor should clearly mention both in technical as well as price bid the applicable taxes and duties (viz., ED/CST/VAT etc). Please note, we will not give any C-Form (or) VAT declaration form.

7) The vendor should confirm the delivery mentioned in the enquiry or indicate the earliest delivery in the technical offer.

8) Point by Point confirmation required for BHEL specification along with technical offer by countersigned & officially sealed in token of acceptance of BHEL's specification.

9) Vendor should send catalogue of the equipment, if any.

10) BHEL's COMMERCIAL TERMS & CONDITIONS FOR INDIGENOUS SUPPLIES - CHECK LIST No: MM/CE/IND/12 Enclosed. Vendor should send the same along with Technical Offer with official signature and seal in token of acceptance.

11) Installation, commissioning & demonstration at "FREE OF COST" by the vendor at BHEL/ Tiruchirappalli to be specially indicated in the technical offer. .

12) **WITH REFERENCE TO ABOVE IT MAY PLEASE BE NOTED THAT "THE OFFERS FROM AUTHORISED DEALER / DISTRIBUTOR / AGENT WILL BE ACCEPTED ONLY IF THE DELAER / DISTRIBUTOR / AGENT SUBMITS VALID AUTHORISATION LETTER ISSUED BY THE ORIGINAL MANUFACTURER ALONG WITH TECHNICAL OFFER**

LEMS METER

SPECIFICATION FOR LENS METER AND PROBABLE VENDORS

Annexure - A

SL.NO.	PARAMETERS	
1.	Measurement range sphere	
	Spectacle lenses	-25.00 to + 25.00D
	Contact Lenses	-25.00 to + 25.00 D (BC = 6.00 to 9.00)
	Cylinder	0.0 to ± 10.00 D (- , MIX , +) (0.01 / 0.06 / 0.12 / 0.25 D increments)
	Axis	0 to 180° (1° increments)
	ADD	0.0 to + 10.00 D (Add and Ad2) 0.01 / 0.06 / 0.12 / 0.25 D increments
	Prism	0.00 to 20.00Δ (horizontal , Vertical) (0.01 / 0.06 / 0.12 / 0.25Δ increments)
2.	Prism Mode	Δ,Ø Base In / out, Base Up / Down
3.	PD Measurement`	20.0 to 49.5mm (monocular) , single vision PD, Progressive lens far vision PD
4.	Measuring Time	0.09 sec ± 10% (Minimum)
5.	Measurable lens diameter	
	Spectacle lenses	Ø 20 to 100mm
	Contact lenses	Larger than the inner diameter of the noise piece (Ø 5mm)
6.	Measurable Transmittance	10% and over (20% and over for ± 15 to ± 25D)
7.	Compensation function for high index lenses	The abbe number is changeable in the range of 20 to 60.
8.	Marking system	Ink cartridge type
9.	Wave length / Measuring point	535nm (Green) / 108 within nose piece
10.	Display	4.7 – inch color full graphic LCD, 320 x 240 dots with a back light.
11.	Printer	Thermal line printer with auto cutter (Paper width : 58 mm)
12.	Interface	RS – 232C : 1 port / USB : 1 port
13.	Power Supply	AC 100 (± 10%) to 240 (± 10%) V, 50 / 60 Hz
14.	Power Consumption	40 VA
15.	Dimensions / Weight	194 (W) x 210 (D) x 408 (H) mm / 4.0 Kg 7.64 (W) x 8.27 (D) x 16.07 (W)" / 8.82 lds
16.	Standard Accessories	Power cord, Dust cover, Nose piece for contact lenses, Printer paper 3 rolls, Operator's manual, Measuring progressive power lenses explanation sheet.
17.	Optional accessories	Eye Care Card, RS – 232 c communication cable, USB cable (with special USB Driver) , Foot switch, Ink Cartridge (red, blue) , Ink pad type marking unit.

Qualification Criteria: DESCRIPTION OF EQUIPMENT: LENS METER

(a) The vendor would have supplied at least TWO Nos of such equipment in the past ONE year..

(b) The Vendor has to submit the TWO performance certificate from their customers to whom they have supplied such type of equipments.

(c) The vendor has to ensure the availability of Spares and consumable indigenously.

(d) The vendor shall have service centre with qualified service engineers in Tamilnadu or nearby locations.

Annexure-B

SPECIFICATION AND PROBABLE VENDORS FOR FOETAL MONITOR

SPECIFICATION

1. FHR – Foetal Heart Rate , Uterine Contraction (TOCO) and foetal movement (FH Monitoring).
2. Recording all the parameters in graphic tendency curves as well as numeric data.
3. Alarm ON probe OFF position, abnormal FHR. Adjustable FHR alarming limitation and delay.
4. Built in thermal printer with 3 grade tracing speed.
5. Built in network connecting capacity.
6. Twins monitoring.
7. 12" TFLCD screen folding 70 degree.

Qualification Criteria:

Name of Equipment: Foetal Monitor

(a) The vendor would have supplied at least TWO Nos of such equipment in the past ONE year..

(b) The Vendor has to submit the TWO performance certificate from their customers to whom they have supplied such type of equipments.

(c) The vendor has to ensure the availability of Spares and consumable indigenously.

(d) The vendor shall have service centre with qualified service engineers in Tamilnadu or nearby locations.

Annexure-C

page 1/2

SPECIFICATION AND PROBABLE VENDORS FOR SYRINGE PUMP.

SPECIFICATION :

1. Syringe Pump should be programmable, user friendly and safe to use.
2. Should have large format LCD / TFT display.
3. Must accommodate any standard make of syringe 20,50&60 ml
4. Flow rate programmable from 0.1-999 ml/Hr
5. Accuracy of + /-2% is required
6. Should have automatic detection of syringe size , proper fixing and provide Alarm for wrong loading
7. Should have automatic and manual bolus
8. Ant bolus system to reduce pressure or sudden release of occlusion
9. Should have alarm package including

    a. Occlusion limit exceed alarm
    b. Near end of infusion pre alarm & alarm
    c. Volume limit pre alarm &alarm
    d. Low battery pre alarm7ALARM
    e. AC power failure
    f. Drive disengaged
    g. Air in line
    h. Disconnection oh handset

10. Rechargeable battery with a back up time of 5hrs or more
11. Power supply of 220-240v AC 50HZ
12. Shall meet IEC 60601—1-2:2001 or equivalent BIS general requirements of Safety for Electromagnetic compatibility
13 Should operate in ambient temp 5-40 degree and humidity of 10-90% with no condensation and should be amenable for storage at the same settings
13. Accessories , spares& consumables such as monitoring devices supplied shall be mentioned
14. Should have a light& compact design
15. Should have key lock function during infusion
16. Should be FDA or CE approved product
17. Electrical safety conforms to standards for electrical safety TEC-60601-1 General requirements
18. Manufacturer should be ISO certified for quality standards
19. Certified for meeting IEC -60601-2-24: Particular requirements for the safety Of infusion pumps and controllers

20. Should have service facility. The service provider should have the Necessary equipment recommended by the manufacturer to carry out Preventive maintenance test as per guidelines provided in the service/ Maintenance manual
21. Certificate of calibration and inspection from factory

Annexure - C

22. List of equipments available for providing calibration and routine Maintenance support as per manufacturer documentation in service/ Technical manual
23. User manual in English
24. Service manual in English
25. Log book with instructions for daily weekly monthly and quarterly Maintenance check list. The job description of the hospital technician and Company service engineer should be clearly spelt out
26. Performance report in the last 5 years for major hospitals should be enclosed

Qualification Criteria:

Name of equipment : Syringe Pump

(a) The vendor would have supplied at least TWO Nos of such equipment in the past ONE year.

(b) The Vendor has to submit the TWO performance certificate from their customers to whom they have supplied such type of equipments.

(c) The vendor has to ensure the availability of Spares and consumable indigenously.

(d) The vendor shall have service centre with qualified service engineers in Tamilnadu or nearby locations.

Annexure-D

SPECIFICATION AND PROBABLE VENDORS FOR MULTIUTILITY PHOTOTHERAPY UNIT

Multi utility Phototherapy unit 8UVA + 8 NBUVB (311 nm) tubes with latest Onsite calibration technology for safe dosimetry, dust cover & personalized Phototherapy patient data cards 100 nos.

Qualification Criteria:

Name of equipment: Multi Utility Photo Therapy

(a) The vendor would have supplied at least TWO Nos of such equipment in the past ONE year..

(b) The Vendor has to submit the TWO performance certificate from their customers to whom they have supplied such type of equipments.

(c) The vendor has to ensure the availability of Spares and consumable indigenously.

(d) The vendor shall have service centre with qualified service engineers in Tamilnadu or nearby locations.

CHECK LIST NO: MM/CE/IND/12

BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI

CAPITAL items /MATERIALS MANAGEMENT

CHECK LIST FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed, the offer is liable for rejection)

(TENDER WITH DIRECT PAYMENT)

Description of the items: MEDICAL EQUIPMENTS - 4 ITEMS

BHEL Tender No. & Date: 2621400010 DATED 7.2.2014 DUE ON 10.3.2014

PART I of Tender: Technical Bid + Unpriced Bid + this check list

PART II of Tender: Price Bid

ENQUIRY TERMS & CONDITIONS	Vendor's Confirmation
1.0 PRICE BID: Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part I. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.	Accepted
2.0 VALIDITY: Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers fom vendors with validity less than 120 days from the date of tender opening.	Accepted
3.0 PAYMENT TERMS: 100% payment will be made within 45 days after receipt / acceptance / installation / commissioning of equipments along with submission of Guarantee Certificate.	Accepted
4.0 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. etc., failing which BHEL will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverambur In case taxes and duties are indicated as inclusive in the quoted prices, it will be reimbursed only upon furnishing the documentary evidence for having paid such taxes and duties. Any difference in taxes (on account of reduction in the levies) between what has been paid by BHEL to the vendor (based on what has been indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL.	Accepted
5.0 Delivery terms, Delivery period required and evaluation process:	
5.1 Delivery terms: FOR BHEL, Tiruchy basis only	Accepted
Basis of Delivery Terms : Price break-up details like Basic price, P&F,Taxes & Duties, Freight and Insurance etc., should be indicated in the offer.	Accepted
5.2 Delivery period: The equipment enquired forms a part of an expansion program (Scheme) and the delivery period mentioned below has been derived keeping in view of the Scheme completion date. Vendor shall comply with this required period. For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (LWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of drawings etc., should not be linked to the delivery period.	Accepted
DELIVERY PERIOD (in months) REQUIRED BY BHEL (SUPPLY PORTION)	**3 months**
DELIVERY PERIOD (in months) OFFERED BY VENDOR (SUPPLY PORTION)	
However, while evaluating the offers, those offers which are not conforming the requested delivery period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation purpose 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted

BHEL reserves the right to accept an offer not meeting the NIT / Enquiry delivery.
However based on the scheme requirement, the Technically Suitable offerers would be requested to reduce their offered delivery schedule and in case if it is not meeting BHEL requirement or maximum limit considered by the Technical Committee, the offer may become liable for reiection. Accepted

6.0 LIQUIDATED DAMAGES (LD):

a) LD for delay in 'Supply' will be applicable to the delays attributed to vendor.
The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value subject to a maximum of 10% of total PO value

b) In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value for each individual machine.
c) In case any bidder is not accepting the above LD for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Accepted
d) 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 period quoted by him.
For the purpose of levying LD , the date of shipment (LWB date) will be considered.
Loading Factor for non-acceptance of LD clause for delayed Supply :
In case any bidder is not accepting the above LD clause for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder .

7.0 SHORT SUPPLY / WARRANTY REPLACEMENT:

In case, any shortage is noticed vis-a-vis PO requirement in the main items / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL for such short supplies shall be borne by the supplier. Accepted
Warranty Replacements during Guarantee period at supplier's cost on FOR BHEL Works basis.

8.0 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 supplier 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. Accepted
BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.

9.0 GUARANTEE:

Vendors shall provide a guarantee for 12 months from the date of Acceptance of the goods or 18 months from the date of supply, whichever is earlier. The date of LWB shall be taken as the date of supply. Accepted
Offers from vendors not accepting to the requested guarantee period are liable for rejection.

10.0 REVERSE AUCTION (RA):

BHEL reserves their right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA have been given in the 'General guidelines & instructions to bidders' enclosed as a part of NIT / Enquiry. Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry. Accepted
BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.

11.0 CONTACTS:

Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned

Name: Designation: Email ID: Phone No.: Mobile No. Fax No.: Address:
Weight & Cubage of package: Approximate Net weight of the total consignment: Approximate Gross weight of the total consignment: Approximate volume of the total consignment:

The vendor to provide Business Information Report (BIR) incorporating the rating of the company by international credit rating agencies, viz., DUNS number of M/s DUN & Bradstreet (D&B) etc.	
We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the NIT / Enquiry and confirm that our offer has been made in line with the same and the confirmations given in the above checklist supercede any other standard information provided in our quotation.	
Signature with date: **(AFFIX OFFICIAL SEAL HERE)** **Name:**	
(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)	

GENERAL GUIDELINES & INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER

Vendors are requested to read the following points / guidelines / instructions and ensure that the offer is prepared and submitted strictly as per the requirements. Offers with insufficient details would not be considered for evaluation. The following points / guidelines / instructions are part and parcel of the tender and non-compliance will result in rejection of offer.

1.0	QUOTATIONS

Considering the nature of procurement which requires a good amount of technical details, broachers, catalogues etc., to be submitted along with the offer as well as the confidentiality required to be maintained during the offer evaluation process, bidders are requested to submit their offers only through sealed bids. As the part II (the price bid) would not be opened before the technical evaluation is completed, bidders are requested not to submit their bids through email / fax etc.

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 all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked **"Part I - Technical and Un-priced commercial bid"**, indicating Enquiry No., Due Date, Address & Reference of the Bidder.

Envelope II This sealed envelope should contain **price details**. This envelope should be clearly marked **"Part II - Price bid"**, indicating Enquiry No., Due Date, Address & Reference of the Bidder

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, super scribing as Part I and Part II indicating Enquiry No., Due Date, Address & Reference of the Bidder.

The above tender (envelope containing Part I & II) should reach this office on or before the due date by 14.00 Hrs (IST). Tenders received after 14.00 Hrs (IST) will not be considered for evaluation.

Tender should not be addressed to any Individual's name but only by designation to:

AGM / MM / CAPITAL EQUIPMENT / MODERNISATION
IC BUILDING (NEAR 24 BUILDING)
BHARAT HEAVY ELECTRICALS LIMITED
HIGH PRESSURE BOILER PLANT
TIRUCHIRAPALLI – 620 014
TAMIL NADU, INDIA

Tenders should be free from **CORRECTION AND ERASURES,** Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Tenders should be in **ENGLISH** and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in **ENGLISH** or otherwise, the tenders will not be considered for evaluation.

Tenders will have to be submitted by the Original Equipment Manufacturer only.

If the past performance of a vendor in any of the previous Purchase orders/contracts/in any projects, of BHEL Units, and NON-BHEL, is not satisfactory BHEL then reserves the full right to reject such offers of those vendors straightaway irrespective of their suitability and will not be considered for further processing of the tender.

2.0	**PART I (TECHNICAL & UN-PRICED COMMERCIAL BID)**

2.1	**Technical**

This part shall include / indicate the following:

2.1.1	Tenders should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
2.1.2	Point by point confirmation for the Technical Specification enclosed is to be provided. If there are any deviations, the same should be clearly specified. Tenders received without confirmation to our specification will be rejected.
2.1.3	List of customers to whom same or similar equipment have been supplied along with performance certificates are to be enclosed.
2.1.4	Relevant catalogues to be attached
2.1.5	List of spares parts (with part numbers) for two years operation and maintenance should be attached.
2.1.6	Information on shipping weight and cubage (length, width & height) to be provided.

2.2	**Un-Priced Commercial**

This part shall include / indicate the following:

2.2.1	Acceptance of commercial terms and conditions by the bidders (in the check-list enclosed)
2.2.2	Port of shipment / Station of despatch
2.2.3	Terms of payment
2.2.4	CFR price up to Chennai port (for foreign bidders). FOR BHEL, Tiruchy price (for Indian bidders)
2.2.5	Taxes, Service tax & duties including cess applicable.
2.2.6	Delivery Schedule from the date of Purchase Order
2.2.7	Offer validity
2.2.8	Country of origin
2.2.9	Currency in which the price has been indicated.
2.2.10	Percentage of agency commission if any along with a copy of Agency agreement.

	The CFR prices quoted shall include the agency commission.
2.2.11	A copy of "Un-Priced Part II" i.e., a copy of the Price Bid **without the price details** to be enclosed.

3.0 OPENING OF TENDERS

The Part I - Technical & Un-priced commercial bid alone would be opened on the Tender opening date.

The Part II – The Part I would be evaluated and bidders qualifying alone will be considered for further processing. BHEL would proceed with Reverse Auction route or Price Bid opening route for finalizing the tender, which would be intimated to the qualified bidders after completion of the techno-commercial evaluation.

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the Price Bid submitted, which will be decided after the techno-commercial evaluation. Information and general terms and conditions governing RA are given below.

GENERAL TERMS AND CONDITIONS OF RA

- 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 ON INTERNET.
- For the proposed RA, technically and commercially acceptable bidders only shall be eligible to participate.
- In case of RA, BHEL will engage the services of a service provider for conduct of the RA who will provide all necessary training and assistance to the bidders before commencement of on line bidding on internet.
- Business rules governing the RA will be communicated to the bidders through service provider for compliance.
- Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of RA. Without the compliance, the vendor will not be eligible to participate in the event.
- BHEL will provide a sample calculation sheet (in EXCEL format) which would help the bidders to arrive at "Net Cash outflow to BHEL" considering various price / cost elements 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) etc. for each of the bidders to enable them to arrive at "Net Cash outflow to BHEL" which is the amount the bidder would be bidding during the RA.
- RA will be conducted on scheduled date & time and at the end of event, the lowest bidder value will be known on the network.
- The lowest bidder has to Fax the duly signed "Price Break-up" in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.

- Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct further business with BHEL, as per the prevailing procedure.

- BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction

4.0 DEFINITIONS & OTHER TERMS

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. In the event of difference, the price written in words shall be valid and binding.

Bid currency: Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit the bid in their home currency, which should be clearly indicated in the un-priced commercial bid as well as in the price bid.

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 BHEL will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverumbur. Our I E Code: 0588138690.

For services rendered by the foreign vendor in India (like Erection & Commission supervision etc.) Income Tax (IT) shall become payable by the Foreign vendor. Hence, Foreign bidders are requested to take care of the IT payment during submission of tender.

Cenvat & VAT credit: (applicable for Indian Bidders only) 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 Excise Duty is applicable. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to BHEL.

Packing: The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal safe 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.

Salient points of HSE (Health Safety & Environment) that are to be considered while submission of offer are:

- Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals)
- Competency requirements for operation, maintenance and calibration, if any, shall be communicated
- If any hazardous chemicals as per MSIHC (Manufacturing, Storage and import of such Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided along with On site & Off site emergency plan (as applicable)
- The noise level at operator level shall be within 80 dBA
- OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.

- 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
- The supplier shall submit the layout drawing of operating controls, displays etc. Along with operating instructions to enable ergonomics evaluation and approval.
- The recommended list of PPE (Personal Protective Equipment) for the equipment shall be furnished.
- 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
- 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).
- 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.
- 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.
- Wherever industry specific standards are not available for control of pollutants, general emission standards shall be used.
- Chemicals banned due to their negative impact on the environment shall not be used in the process.
- Fuels with sulphur content less than 0.05% shall be proposed.
- 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
- Primary materials used in the equipment shall be specified and they shall be eco–friendly

Force Majeure clause: If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is 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) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then 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 the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.

Agency agreement from foreign suppliers for their Indian agents: Based on Ministry of Finance vide circular dated 31/01/1989 the following are compulsory:

- Registration of Indian agents of a foreign supplier.
- Precise relationship between foreign suppliers and their Indian agents and their mutual interest in the business, should be clearly spelt out.

- Any payment, which the agent receives in India or abroad, from the foreign supplier, whether as a commission or as a general retainer fee, also needs to be brought on record and made explicit so as to ensure compliance to tax laws and to prevent leakage of foreign exchange.
- All services to be rendered by the agent, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier and the Indian agent.
- The amount of agency commission agreed to between the foreign principal and the Indian agent should be specifically disclosed and the agency commission will be paid in Indian Rupees only.

Short shipment / Warrantee replacement: In case of any short-shipment during initially supply, subsequently dispatched by the supplier or any warrantee replacement dispatched during the warrantee period shall be dispatched on "DDP – Delivered Duty Paid BHEL Stores" basis for foreign suppliers and "FOR BHEL Stores" basis for Indian suppliers.

Inspection & Testing: All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL Stores. 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 BHEL.

5.0	GENERAL

Tenders will have to be submitted by the Original Equipment Manufacturers only and the offered equipment shall be "New". Offers for Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for evaluation.

(WITH REFERENCE TO ABOVE IT MAY PLEASE BE NOTED THAT "THE OFFERS FROM AUTHORISED DEALER / DISTRIBUTOR WILL BE ACCEPTED ONLY IF THE DELAER / DISTRIBUTOR / AGENT SUBMITS VALID AUTHORISATION LETTER ISSUED BY THE ORIGINAL MANUFACTURER ALONG WITH TECHNICAL OFFER).

Evaluation of offers shall be on "Net Cash Outflow to BHEL basis".

BHEL reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy.

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.

BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.

The correspondence exchanged against the tender between the bidder 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.

Any transaction / communication pertaining to the tender carried out by the bidder and BHEL 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

Any transaction / communication pertaining to the tender carried out by the bidder and BHEL 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.

In case Letter of Intent (LoI) is issued through email, the computer 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 binding on both the parties to the business.

Bidders participating in the tender should declare in their technical bid 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 finalisation 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 enquiries even if participated till the hold is officially lifted and confirmed in writing.

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