

**PART - A**  
**QUALIFYING CRITERIA FOR FLUE GAS ANALYSER**

**Section-I**

The BIDDER/VENDOR has to compulsorily meet the following requirement to get qualified for submitting an offer for FLUE GAS ANALYSER

S.No	BHEL Specification	Vendor's Offer
1.0	<b>QUALIFYING CRITERIA</b>	
1.1	Only OEM or Authorised Dealers shall quote for the item. In case of Authorised Dealer, valid dealership certificate from the OEM to be produced along with the offer.	
1.2	Only those vendors ( <b>OEMs</b> ), who have supplied Portable Flue Gas Analysers similar to the one specified under Part B in the last FIVE years [as on date of this tender opening(first date)] should quote.	
1.3	Vendor has to submit <b>at least ONE Performance Certificate</b> from any of their customers, for satisfactory performance of the <b>FLUE GAS ANALYSER specified in clause 1.2</b> supplied to them and such equipment is working satisfactorily for a minimum period of <b>one year</b> [as on date of this tender opening(first date)]. For obtaining the Performance certificate, a suggestive format is provided at the end of part-A.	
1.4	BHEL reserves the right to verify the information provided by the vendor. In case the information provided by the vendor is found to be false/ incorrect, the offer shall be rejected.	

**Section-II**

2.0	<b>INFORMATION TO BE PROVIDED BY VENDOR</b>	
2.1	Vendor shall provide Contact details(phone no & email id) including the Address of his Agents / Service Centres in India	
2.2	Year of launch of the model quoted against this enquiry	
2.3	Number of "Flue gas analysers" supplied and commissioned till date in the quoted capacity.	
2.4	The BIDDER/VENDOR to furnish Reference List of Customers (max 10 customers) including Contact details (phone no & email id).	

Suggestive Format of Performance Certificate:



29/6/16

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

**R. MUHAMMAD EHSAN**  
Sr. Engineer  
Maintenance & Services  
BHEL, TRICHY - 620 014.



29.6.16  
**V. RATCHANNIYA SAMUEL**  
Dy. General Manager  
Maintenance & Services  
BHEL, TRICHY - 620 014.

Part B			
Specification for Portable Flue Gas Analyzer			
Sl. No.	Description	Specification	Bidder's Offer
1.0	Purpose	Measurement of flue gas/emissions at furnace stacks for combustion performance and efficiency check.	
2.0	Fuel	LPG, Propane, Butane, Natural Gas, Producer Gas, Oil.	
3.0	Measurement Parameters	O2, CO, Temperature (inlet, flue gas), NO, SO2, NO2.	
4.1	Measurement Ranges	O2: 0 to 21%	
4.2		CO: 0 to 4000 ppm or better.	
4.3		Temperature: 0 to 1000 °C (K-type sensor)	
4.4		NO: 0 to 1000 ppm or better.	
4.5		NO2: 0 to 200 ppm or better.	
4.6		SO2: 0 to 2000 ppm or better.	
5.1	Calculated Values	CO2	
5.2		CO/CO2 ratio	
5.3		Excess air	
5.4		Combustion efficiency	
6.1	Accuracy	O2: ± 2% or better.	
6.2		CO: ± 10 ppm or better.	
6.3		NO: ± 5 ppm or better.	
6.4		NO2: ± 5 ppm or better.	
6.5		Temperature: ± 1% or better.	
6.6		Vendor to specify accuracies for other parameters.	
7.0	Pump Details	Built-in sampling pump. Vendor to specify pump flowrate.	
8.0	Hose Length	At least 6 metres for easy connection of analyser equipment with probes.	
9.0	Display	LCD/Backlit LED/Digital display of appropriate size and pixel density to ensure easy visibility of parameter values. Vendor to provide details of the display.	
10.0	Data Storage	Should have facility to log, store and capture at least 5 site samples at a time. Vendor to specify storage capacity and type.	
11.0	Data Transfer	Data transfer facility to PC to be provided along with necessary communication cables and software. Software should display all measured and calculated values with facility to generate printed record.	
12.1	Other Features	User selection of fuel for flue measurement.	
12.2		Hydrogen compensation to be provided for CO measurement	
12.3		Purging facility during power shutoff to be provided.	
12.4		User friendly, dirt and moisture resistant keypad.	
12.5		Self calibration for O2 on ambient air.	
13.0	Dimensions	Should be handy and easily portable. Vendor to specify exact dimensions.	
14.0	Weight	Vendor to specify.	
15.0	Power supply	Rechargeable battery (preferably Li-ion). Vendor to provide details. Direct operation on 230 V AC should also be possible.	

16.1		Probes of at least 1 metre length with temperature withstand capability up to 1000 °C and necessary filters and pre-filters.	
16.2	Accessories	Hose of connecting probe with unit of at least 6 metres length.	
16.3		Battery charger/Adaptor on 230 V AC.	
16.4		Carry case.	
16.5		Vendor to specify other accessories, if any.	
17.0	Protection Class	IP 40 or better. Vendor to specify.	
18.0	Manuals	Hard copy (1 set) and Soft copy (1 set) of operating and troubleshooting manual to be provided.	
19.0	Makes	Testo, Kane, MRU, Forbes Marshall or other makes acceptable to BHEL.	
20.0	Warranty	1 year for analyzer, probes, battery and other accessories and 2 years for all sensors.	
21.0	Training	Operation and maintenance training to be provided for BHEL staff at our works.	
22.0	Service & Support	Vendor should provide spares and service support for the quoted model for minimum 5 year from the date of supply.	



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An ISO 9001 Company

**Bharat Heavy Electricals Limited**  
(High Pressure Boiler Plant)  
Tiruchirappalli-620014, Tamil Nadu, India  
MM/CAPITAL EQUIPMENT

MM/CE /GENL/001

## **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.**

**NOTE: MSE VENDORS MAY PLEASE REFER SL.NO.8 OF THIS DOCUMENT FOR THE SPECIAL PROVISIONS APPLICABLE TO THEM AS PER GOVERNMENT DIRECTIVES**

<b>1.0</b>	<b>QUOTATIONS</b>
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Considering the nature of procurement which requires a good amount of technical details, brochures, 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, and 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, superscribing as Part I and Part II indicating Enquiry No., Due Date, and 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:

**SDGM / CAPITAL EQUIPMENT/ MM**  
**1<sup>st</sup> Floor – IC 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.

Offers submitted directly by the Manufacturers/Suppliers is preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Offers, if submitted by authorised agents/dealers of OEM/ Supplier should be accompanied by a VALID AUTHORISATION LETTER ISSUED BY THE OEM. Moreover, either the agent could bid on behalf of the manufacturer /supplier or the manufacturer/supplier could bid directly but not both. In case bids are received from both the manufacturer/supplier and the agent, the bid received from the agent shall be ignored.

**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.**

<b>2.0</b>	<b>PART I (TECHNICAL &amp; UN-PRICED COMMERCIAL BID)</b>
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<b>2.1</b>	<b>Technical</b>
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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 (for foreign bidders) / F.O.R.BHEL works as required in the check list (attached with this Tender)
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 the Price Bid <b>without the price details</b> to be enclosed. (UNPRICED BID)

**3.0 OPENING OF TENDERS**

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

The Part II – The Technical Bid received 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.

**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., ONLINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed Reverse Auction, Technically and Commercially acceptable bidders only shall be eligible to participate.

2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Reverse Auction Process Compliance Form provided before RA along with Business Rules by the Service Provider. This Compliance Form shall be sent to the Service Provider well before the Reverse Auction in order to get the Log in ID and Password for participating in the RA. Without the submission of Reverse Auction Process Compliance Form, 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 noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before Reverse Auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**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, 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.

For services rendered by the foreign vendor in India (like Erection & Commissioning 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.

If the foreign vendor possesses Indian PAN CARD (Permanent Account Number) Registration, the details of the same shall be furnished along with the Unpriced Bid cover (Part-I) with documentary evidences (PANCARD copy) for Income Tax purposes (concessions).

**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.
- A copy of the Agency Agreement with the above details shall be provided.

**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.

<b>5.0</b>	<b>GENERAL</b>
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**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.

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

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 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.

<b>6.0</b>	<b>FRAUD PREVENTION POLICY</b>
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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.

<b>7.0</b>	<b>ARBITRATION</b>
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All disputes between the parties to the Contract, arising out-of or relating to the Contract, other than those for which the decision of the BHEL, Trichy, or Accepting Officer or any other person is by the Contract expressed to be final and conclusive shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the Contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.

**JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration.

**8.0 SPECIAL PROVISIONS APPLICABLE FOR MSE VENDORS**

In line with the Gazette Notification issued by Ministry of Micro, Small and Medium Enterprises on MSE suppliers 20% of the tendered quantity is earmarked for MSE suppliers. Out of the 20% tendered quantity earmarked for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.

*In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.*

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either

1. EM II certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or
2. Valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status (MICRO or SMALL) where the deemed validity of EM II is over.

*Date to be reckoned for determining the deemed validity will be the last date of technical bid submission (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 and MSE status of such suppliers shall be shifted to NON MSE suppliers till the supplier submit this documents. Documents should be notarized or attested by a Gazetted officer.

Definitions of MSEs owned by SC / ST is under:

- In case of proprietorship firm, proprietor must be SC/ST.
- In case of partnership firm, the SC / ST partners must be holding at least 51% shares in the unit.
- In case of private limited companies, at least 51% share must be held by SC/ST promoters.

Authorized Offices to issue SC/ST certificate.

The caste / Tribe / Community certificate issued by the following authorities in the prescribed form for SCs / STs can be considered.

- District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Additional Deputy Commissioner / Deputy Collector / 1<sup>st</sup> Class stipendary magistrate / Sub Divisional Magistrate / Taulka Magistrate / Executive Magistrate / Extra Assistant Commissioner.
- Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate.
- Revenue Officer not below the rank of thasildar.
- Sub-Divisional officer of the area where the individual and / or his family normally resides.

To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

**BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI****CAPITAL ITEMS /MATERIALS MANAGEMENT****COMPLIANCE FORM FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY  
INDIGENOUS VENDORS**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this compliance form 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: Portable Flue Gas Analyser - 1 no.**

**BHEL Tender No. & Date: 2631600010 dated 05.07.2016**

<b>ENQUIRY TERMS &amp; CONDITIONS</b>		<b>Vendor's Confirmation</b>
<b>1.0 PRICE BID:</b>		
	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
<b>2.0 VALIDITY:</b>		
	Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.	Accepted
<b>3.0 PAYMENT TERMS:</b>		
	<b>For SUPPLY P.O.:</b> 80% payment of Supply P.O. value shall be made within 45 days from the date of receipt of material at BHEL. <b>For BALANCE OF SUPPLY P.O.</b> Balance 20% of Supply value will be paid after acceptance of the goods at BHEL by User Department and against submission of Guarantee Certificate.	
<b>3.1 Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:</b>		
	If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of Acceptance of the goods. However, in any case, payment against dispatch shall not exceed 90% of the PO Value. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: Base Rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by bidder.	Accepted
<b>4.0 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 & TIN No / Tariff No. etc., failing which BHEL will not be liable for payment of such Taxes and Duties.  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
<b>5.0 Delivery terms, Delivery period required and evaluation process:</b>		
<b>5.1 Delivery terms: FOR BHEL, TRICHY, TAMIL NADU</b>		Accepted
	<b>Basis of Delivery Terms :</b>	
	Price break-up details like Basic price, P&F, Taxes & Duties, Freight and Insurance etc., should be indicated in the offer.	Accepted
<b>5.2 Delivery period: Vendor shall comply with this required supply period.</b>		
	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

	<b>DELIVERY PERIOD (IN WEEKS) REQUIRED BY BHEL (SUPPLY PORTION)</b>	<b>8</b>
	<b>DELIVERY PERIOD (IN WEEKS) OFFERED BY VENDOR (SUPPLY PORTION)</b>	
	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 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted
	<b>BHEL reserves the right to accept an offer not meeting the NIT / Enquiry delivery. However based on the 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 rejection.</b>	Accepted
<b>6.0</b>	<b>LIQUIDATED DAMAGES (LD):</b>	
	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.	
	<b>Loading Factor for non-acceptance of LD clause for delayed Supply :</b> <b>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 .</b>	
<b>7.0</b>	<b>SHORT SUPPLY / WARRANTY REPLACEMENT:</b>	
	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. Warranty Replacements during Guarantee period at supplier's cost on FOR BHEL Works basis.	Accepted
<b>8.0</b>	<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 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. <b>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</b>	Accepted
<b>9.0</b>	<b>GUARANTEE:</b>	
	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. Offers from vendors not accepting to the requested guarantee period are liable for rejection.	Accepted
<b>10.0</b>	<b>REVERSE AUCTION (RA):</b>	
	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. 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. Nonsubmission 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. BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.	Accepted

<b>11.0</b>	<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	
	Name:	
	Designation:	
	Email ID:	
	Phone No.:	
	Mobile No.	
	Fax No.:	
	Address:	
<b>12.0</b>	<b>Weight &amp; Cubage of package:</b>	
	Approximate Net weight of the total consignment:	
	Approximate Gross weight of the total consignment:	
	Approximate volume of the total consignment:	
<b>13.0</b>	The vendor to provide Audited Balance Sheet & Annual Report signed by the Auditors (or) Bank Credit Statement signed by the Bankers for past consecutive four years (eg. 2012 - 13, 2013-14, 2014-15 and 2015-16) from the date of tender opening.	
	<b>We have gone through and understood the 'General guidelines &amp; 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.</b>	
	<b>Signature with date:</b>	<b>(AFFIX OFFICIAL SEAL HERE)</b>
	<b>Name:</b>	
	<b>(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)</b>	

**BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI****CAPITAL EQUIPMENT /MATERIALS MANAGEMENT****COMPLIANCE FORM FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY  
FOREIGN VENDORS**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this compliance form 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: Portable Flue Gas Analyser - 1 no.****BHEL Tender No. & Date: 2631600010 dated 05.07.2016****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.

The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL).  
For evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part - I ) shall be considered.

**Accepted****2.0 CURRENCY OF PAYMENT:**

Foreign vendors to indicate the currency like Euro (€) / US\$ / GBP / JY etc. in the confirmation column. In case the foreign vendor sources some components from India for direct supply to BHEL, the payment for those components shall only be in Indian Rupees

**3.0 VALIDITY:**

Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.

**Accepted****4.0 RELEASE OF PURCHASE ORDER:**

Purchase Orders will be released for supply portion on the successful L1 vendor.

**Accepted****5.0 PAYMENT TERMS:****5.1 THROUGH LETTER OF CREDIT (LC):**

For SUPPLY P.O.

Where the payments are through L/C (LC opening charges will be loaded while comparing the offers). Payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Final Minutes of Meeting for E&C shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators etc as envisaged in PO. The L/C shall be opened as per following:

i. an **Irrevocable Unconfirmed L/C** will be opened for 80% of the payment towards supply, due on shipment **after BHEL receiving the Pre-dispatch Inspection call / intimation of readiness of the ordered items, from the supplier but not earlier than 60 days before the shipment date**

**Accepted**

ii. The above L/C can be negotiated after shipment against submission of B/L or AWB and other documents as mentioned in the Purchase Order. The above L/C will be valid for a maximum period extending 21 days beyond the shipment date for negotiation of documents based on the transit time required.

**For BALANCE OF SUPPLY P.O.**

Balance 20% of Supply value will be paid through TT against Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and submission of Guarantee Certificate.

The following documents would also be required at the time of effecting payment:

1. Certificate stating that it has no permanent establishment in India
2. Certificate of undertaking in letter head as per the annexure.
3. Permanent Account Number (PAN) of the vendor (If available).

<b>5.2</b>	<b>Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:</b>	
	<p>If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of Final Minutes of Meeting for E&amp;C for the equipment.</p> <p>However, in any case, payment against dispatch shall not exceed 90% of the PO Value.</p> <p>Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:</p> <p>(a) Base Rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount &amp; period of relaxation sought by bidder.</p> <p>(b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT / Enquiry norms, as per the prevailing bank rates.</p>	<b>Accepted</b>
<b>6.0</b>	<b>Taxes &amp; Duties:</b>	
	All Taxes, Duties etc. as required to be paid in the country of export shall be included in the price quoted by the foreign vendor. All duties (like customs duty etc.) payable in India will be paid by BHEL (however, the same would be loaded to the offer during the evaluation process). For the supplies made from India taxes & duties payable shall be clearly mentioned in the offer, failing which such taxes and duties shall have to be borne by the vendor.	<b>Accepted</b>
<b>7.0</b>	<b>Income Tax applicable.</b>	
	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 and TDS certificate will be issued by BHEL for such deductions. The TDS certificate will be issued after 3 months from the date of E&C payment.	<b>Accepted</b>
<b>7.1</b>	Details of valid Indian <b>PERMANENT ACCOUNT NUMBER (PAN)</b> of the company, if registered may be provided in the space given below: (in addition a copy of the PAN CARD shall be attached along with Part I Techno Commercial bid)	
<b>8.0</b>	<b>Delivery terms, delivery period required and evaluation process:</b>	
<b>8.1</b>	<b>Delivery terms: CFR Chennai Seaport / Airport - Incoterms 2010</b>	<b>Accepted</b>
	<b>Basis of Delivery Terms :</b>	
	Price break-up details like FOB price, ocean freight/air freight etc., should be indicated in the offer. The transfer of title of the goods supplied by the vendor takes place in line with INCOTERMS 2010.	<b>Accepted</b>
<b>8.2</b>	Delivery period: Vendor shall comply with this required supply period.	
	Supply 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 (B/L or AWB 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.	<b>Accepted</b>
	<b>DELIVERY PERIOD (in weeks) REQUIRED BY BHEL (SUPPLY PORTION)</b>	<b>8</b>
	<b>DELIVERY PERIOD (in weeks) OFFERED BY VENDOR (SUPPLY PORTION)</b>	
	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 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	<b>Accepted</b>
	<b>BHEL reserves the right to accept an offer not meeting the NIT / Enquiry delivery. However based on the 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 rejection.</b>	<b>Accepted</b>

<b>9.0 LIQUIDATED DAMAGES (LD):</b>	
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 in supply subject to a maximum of 10% of total PO value.	<b>Accepted</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.	
b) Loading on account of non-acceptance of LD for delayed Supply shall be as under: 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.	
c) 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 (AWB/ B/L date) will be considered.	
<b>Loading Factor for non-acceptance of LD clause for delayed Supply :</b> <b>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 .</b>	
<b>10.0 SHORT SUPPLY / WARRANTY REPLACEMENT:</b>	
In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on DDP (Delivered Duty Paid) - Incoterms 2010 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. Warranty Replacements during Guarantee period at supplier's cost on DDP - Incoterms 2010 basis .	<b>Accepted</b>
<b>11.0 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 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. <b>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</b>	<b>Accepted</b>
<b>12.0 GUARANTEE:</b>	
Vendors shall provide a guarantee for 12 months from the date of commissioning of the equipment or 18 months from the date of supply, whichever is earlier. The date of B/L or AWB shall be taken as the date of supply. <b>Offers from vendors not accepting to the requested guarantee period are liable for rejection.</b>	<b>Accepted</b>
<b>13.0 REVERSE AUCTION (RA):</b>	
BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. 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. Nonsubmission 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. BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.	<b>Accepted</b>
<b>14.0 AGENCY COMMISSION</b>	
Vendors to specify the percentage agency commission payable to their Indian Agent in the vendor confirmation space given below. If agency commission is not applicable, vendor shall state that clearly in the space given below.	
<b>AGENCY COMMISSION : APPLICABLE ( ____ %) / NOT APPLICABLE</b>	
Particulars of Indian Agent (a copy of Agency agreement shall be enclosed. The CFR prices quoted shall include the agency commission) :	



## **UNDERTAKING**

- 1) Status as per Local Income Tax Act of the recipient (strike out whichever is not applicable): Company / Partnership Firm / Individual / Others (**specify the status**).
- 2) We hereby confirm that we are tax resident of \_\_\_\_\_ and that the benefit of Double taxation avoidance agreement between India and \_\_\_\_\_ is available to us.
- 3) We confirm that our Income-tax Permanent Account / Registration number is \_\_\_\_\_.
- 4) We confirm that our Principal place of Business is \_\_\_\_\_.
- 5) We do not have Indian Permanent Account number.
- 6) The Income received will be included in our income and liable to tax regulations in \_\_\_\_\_.
- 7) We do not have Permanent Establishment in India as defined in Article 5 of the Treaty during the financial year \_\_\_\_\_.
- 8) I / We here by confirm that my/our stay in India will be \_\_\_\_\_ in aggregate during the financial year \_\_\_\_\_.
- 9) I / We do not have a fixed base regularly available in India for performing the activities.

## **VERIFICATION**

We understand that the aforesaid details have been furnished in respect of withholding tax compliance under the provision of Income-tax Act, 1961 in India. We, also hereby declare that what is stated above is true to the best of our knowledge and belief.

Place:

Date:

Signature of payee

# PERMANENT ESTALISHMENT CERTIFICATE

## TO WHOM IT MAY CONCERN

This to confirm that \_\_\_\_\_ does not consider itself to have a permanent Establishment in India as defined under Article 5 of the DTTA between \_\_\_\_\_ and India on "Permanent Establishment" for the Financial Year \_\_\_\_\_.

Name of Company:

Signature:

Name of Person:

Designation:

Date: