

Corrigendum to Open tender for Supply and commissioning of fibre optic generator end winding vibration monitoring system for Vindhyachal (Madhya Pradesh) and SCCL (Singreni) U-1&2 (Andhra Pradesh; India) projects.

Reference:

1. BHEL tender enquiry no. B/4180/2013/3547V3 Dtd 09.09.2014 for Fibre optic generator end winding vibration monitoring system for Vindhyachal and SCCL U-1&2 projects
2. NIT No. 19413 Dtd 09.09.2014. on www.bhel.com
3. NIT No. 1033 Dtd 09.09.2014. on www.bhelhwr.co.in
4. Enquiry information on www.tenders.gov.in

Please quote your valuable offer with following details:

1. One additional requirements of fibre optic generator end winding vibration monitoring system is being clubbed with this enquiry for all material codes for Unchahar project. Hence, total requirement is being increased from 3 sets to 4 sets. Other details are given below:

S. N.	Material Code	Total Requirements/ Projects	Item Description	Delivery Required	EMD (Earnest Money Deposit)
1.	W90418109109	2 sets for SCCL (Singreni) U-1&2 projects (Andhra Pradesh) 1 set for Vindhyachal Stg-V project (Madhya Pradesh) 1 set for Unchahar project (Uttar Pradesh)	Fibre optic Generator End Winding Vibration Monitoring System Technical spec no TG 60720 Rev 00	31.12.2014. for Vindhyachal & SCCL U-1&2 Projects & 19.05.2016 for Unchahar project	
2	W90418109117	2 sets for SCCL (Singreni) U-1&2 projects (Andhra Pradesh) 1 set for Vindhyachal Stg-V project (Madhya Pradesh) 1 set for Unchahar project (Uttar Pradesh)	Fibre Optic Sensors and accessories for Gen. End Winding Vibration Monitoring System Technical spec no TG 60720 Rev 00	31.12.2014. for Vindhyachal & SCCL U-1&2 Projects & 19.05.2016 for Unchahar project	Rs. 2, 00,000/- (Rs. Two lacs or equivalent foreign currency)

3	W90418109125	2 sets for SCCL (Singreni) U-1&2 projects (Andhra Pradesh) 1 set for Vindhyachal Stg-V project (Madhya Pradesh) 1 set for Unchahar project (Uttar Pradesh)	Panel & Accessories for Gen. End Winding Vibration Monitoring System Technical spec no TG 60720 Rev 00	31.12.2014. for Vindhyachal & SCCL U-1&2 Projects & 19.05.2016 for Unchahar project	
4	W90418109133	Commissioning of fibre optic Gen. end winding vib. Monitoring system for SCCL U-1&2, Vindhyachal Stg-V and Unchahar projects	Commissioning of Fibre Optic Gen. End Winding Vibration Monitoring System	On intimation for all four sites	

2. Revised BHEL specific terms & Conditions is attached herewith. Please confirm each clause duly ink signed and stamped.
3. Enquiry due date is being extended from present due date **29.10.2014. to 19.11.2014 (Wednesday)**. Please quote your valuable offer within due date.
4. You may downloaded all original documents from website by **18.11.2014 (5:00PM; IST)**.
5. Please submit your complete offer by **19.11.2014 (01:45 PM; IST)** to our tender cell. Please note that late offer will not be considered. No further extension shall be given.
6. Offers against our enquiry will be opened on **19.11.2014 (02:00PM; IST)**.
7. There is no change in EMD and tender fee.
8. Other details will remain same as per original tender documents.
9. Evaluation of tender shall be done (taking together all material codes) on total landed cost to BHEL basis.

Address for Submission of Offer:

**To,
The Head of Materials Management,
Heavy Electrical Equipment plant,
Haridwar-249403, India**

Please submit your complete offer on above address within due date time mentioned above as per other details given in original tender documents.

**Sudarshan Ram
Sr. DGM (PPX-BOI)**

Tender Enquiry No. B/4180/2013/3547V3 for the requirement of Fibre Optic Generator End Winding Vibration Monitoring System (Annexure -C)

TERM AND CONDITIONS OF TENDER ENQUIRY
(For foreign supplier)

You are requested to kindly confirm the following commercial terms and conditions. Duly signed and stamped copy of this is to be submitted by you along with your offer.

These terms and conditions supersede the same or similar terms and conditions if they are appearing elsewhere in the Enquiry.

Sl. No	Terms	Description	Your confirmation
1.	Document Checklist	Kindly confirm that the following documents have been submitted along with your offer: <ol style="list-style-type: none"> 1. Requisite EMD & Tender Fee. 2. Complete Technical offer with relevant drawings/ documents /QP etc. (as Per Special Instructions mentioned in Annexure-B). 3. Pre-Qualification Requirement (as defined in Annexure-A) 4. Experience Details 5. Any other document as specified in "Instructions to Bidders". 6. Supplier Registration Form (for vendor's not registered at BHEL, Hardwar for this item) 7. Filled NTPC sub-supplier questionnaire format. 	
2.	Evaluation criteria	Evaluation of tender shall be done (taking together all material codes) on total landed cost to BHEL basis.	
3.	Bank Charges	Kindly Confirm that Bank Charges shall be either side.	
4.	Insurance	The Transit Insurance will be arranged by BHEL. Pl. send your offer keeping this in view.	
5.	Validity	Confirm that your offer shall be valid for 180 days from the date of tender opening. BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.	
6.	Customer approval (for SCCL and Vindhyachal projects)	Kindly note that Your offer would be considered for SCCL (Singreni) U-1&2, Vindhyachal stg-V and Unchahar projects only after acceptance/ approval by the end user. <ol style="list-style-type: none"> 1. Furnish the complete filled NTPC sub-supplier questionnaire format duly ink signed and stamped. 	
7.	Color Requirement:	For SCCL U-1&2 projects: <ol style="list-style-type: none"> a) Exterior & Interior: Front & Rear sides- Grey RAL9002 Rest Sides- Blue RAL 5012 For Vindhyachal Stg-V and Unchahar projects: <ol style="list-style-type: none"> b) Color requirement will be communicated later. Kindly quote your valuable offer inclusive of color requirements.	
8.	Documents Submissions:	Confirm that all the documents shall be provided as per our Standard specifications No. TG 60720 Rev.00 and their addendum No. 4181-19-01021 Rev.00 is enclosed with enquiry. Kindly confirm.	

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9.	Basis of quotation	Kindly confirm that Imported & Indigenous scope of supply has been mentioned separately in your offer (if applicable).	
		For Indigenous Scope of Supply (If any): Kindly confirm that the prices have been quoted on freight pre-paid upto destination basis. The goods can be dispatched through any Bank approved transporters having their branch at Hardwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in . Pls. note that, if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) from Project Site for processing of your invoice. No demurrage charges would be payable by BHEL. Kindly confirm.	
		For Imported scope of Supply: a) Please quote on FOB as well as CFR Mumbai Basis. Freight charges shall be quoted separately in the offer. Please confirm.	
		b) Please note that, BHEL Reserves the right to place the order either on FOB or CFR basis. In case order is placed on CFR basis Transportation from port of origin to Mumbai Port shall be to your account.	
		c) Please Inform Name of your FOB port.	
10.	Erection & Commissioning at site:	Erection and commissioning shall be carried out by you. Kindly confirm and quote accordingly.	
		Kindly confirm that Lump sum Commissioning charges (inclusive of all and irrespective of no. of Mandays, Fooding, Boarding, Lodging etc.) have been quoted separately in your offer.	
		Pls. note that for supervision during commissioning, checklist is to be submitted by the vendor to BHEL after the placement of the Order. BHEL will confirm the checklist prior to commissioning call to the vendor After receipt of checklist from BHEL, the vendor will send the commissioning engineer within 15 days of confirmation of site readiness. In case any additional work is required which is beyond the scope agreed, the same would be commenced only after signed agreements with site representative and the vendor.	
		A) For Commissioning thru Indian Vendor: Kindly confirm that the Supervision Charges quoted by you are inclusive of applicable Service Tax.	
		B) For Commissioning thru Foreign Vendor: Kindly confirm that the Supervision Charges quoted by you are inclusive of applicable Service Tax and TDS. Pls. submit a copy of your PAN card registered with the Government of India.	
11.	Engineering Document approval	Drawings/Data sheets/other documents as called in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Any delay in delivery on account of late submission of drawings/other documents shall be to vendor's account. Kindly confirm.	

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12.	Reverse Auction	BHEL reserves the right to go for RA (Reverse auction) instead of opening of your submitted sealed bids. Please give your acceptance for reverse auction. BHEL will have the option to reject the offer / offers of the bidders who do not confirm their acceptance for Reverse auction.	
13.	MDCC (Material dispatch clearance certificate) clause	Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all manufacturing test certificates (TCs) to BHEL. BHEL will issue MDCC within 7 days of receipt TCs, if complete & clear w.r.t. approved technical documents and quality plan.	
14.	Payment Terms.	<p>For Imported scope of supply:</p> <p>For Material Portion: 100% Payment against un-confirmed & irrevocable letter of credit and Performance Bank Guarantee (PBG) of 10% of the order value through bank.</p> <p align="center">Or</p> <p>100% Payment against presentation of dispatch documents thru bank or direct to BHEL and Performance Bank Guarantee (PBG) of 10% of the order value.</p> <p>PBG should be valid for entire Guarantee/ Warranty period. PBG would be submitted before the negotiation of documents. The PBG acceptance/receipt certificate will form part of negotiable documents. The PBG will be in BHEL format and from one of the BHEL consortium banks. List of BHEL consortium Bank is attached.</p> <p>For Commissioning: 100% after receipt of successful commissioning report from project site and invoice thru bank.</p> <hr/> <p>For Indigenous scope of supply:</p> <p>For Material Portion: 100% Payment against presentation of dispatch documents thru bank or direct to BHEL and Performance Bank Guarantee (PBG) of 10% of the order value.</p> <p>PBG should be valid for entire Guarantee/ Warranty period. PBG would be submitted before the negotiation of documents. The PBG acceptance/receipt certificate will form part of negotiable documents. The PBG will be in BHEL format and from one of the BHEL consortium banks. List of BHEL consortium Bank is attached.</p> <p>For Commissioning: 100% after receipt of successful commissioning report from project site and invoice thru bank.</p> <hr/> <p>Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice / policy. Requirement of PBG for Guarantee/ Warranty period is mandatory and non-acceptance of the PBG may lead to rejection of your offer.</p>	

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15.	Origin of quotation	Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotations are liable to be ignored.	
16.	Quality Requirements	Vendor Data in NTPC sub-questionnaire format along with quality plan in enclosed quality plan format. Successful BHEL approved vendor's credentials to be forwarded to NTPC for their approval.	
		Ordering on BHEL & Customer approved vendor as per customer approval conditions. Hence, all vendors to confirm to follow NTPC approval conditions.	
		Inspection charges for third party inspection shall be to your account. Inspection by third party inspection agency (LRS/BV/TUV) as per NTPC approved quality plan. Kindly quote your valuable offer inclusive of inspection charges. If nothing has been mentioned in your offer for inspection charges, the same would be considered to be inclusive in your offer.	
		Scope of Third Party Inspection agency: A) Witnessing of: i) Visual & Dimensional. ii) Insulation resistance of terminal blocks with 500 V megger. iii) Verification of scope/technical particulars covered in clause no. 1&2 of specification TG60720. iv) High Voltage test at 2 KV (excluding electronic components). v) Burn in test of electronic components. vi) Functional checking of equipment as per approved schematics. B) Review of: i) Dry Heat test. ii) Temperature cycle test iii) Damp heat test iv) Surge withstand test	
		The price bid of your valuable offer would be opened only after customer approval. This is for your information.	
17.	Penalty for Late Delivery	Kindly confirm that penalty for late delivery w.r.t to contractual delivery shall be applicable at the rate of 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value. Date of AWB/BL/LR shall be treated as delivery date for all purposes.	
		Loading for deviation in penalty for LD clause: Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent by which penalty clause is not agreed.	
18.	Spare Requirements:	Recommended spare required, Kindly quote your valuable offer accordingly.	

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19.	Guarantee/ Warranty	<p>Kindly confirm that Guarantee/ Warranty shall be offered for a period of 18 months from the date of shipment/ Supply or 12 months from the date of commissioning of the equipment, whichever is earlier.</p> <p>In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required.</p>	
		<p><u>Loading for deviation in Guarantee/ Warranty period:</u> In case of deviation in this clause, your offer would be loaded as per BHEL practice / policy. Guarantee/ Warranty offered below 18 months from the date of supply are liable for rejected.</p>	
20.	Arbitration clause :	<p>In the event of any dispute or difference arising between the parties regarding order execution of same or their respective rights and liabilities thereunder , the same shall except otherwise expressly provided therein, be referred to the arbitration of two arbitrators, one to be appointed by each party; or in the case of the said arbitrators not agreeing then an umpire to be appointed by the two arbitrators in writing before entering on that reference and provisions of the arbitration and conciliation Act 1996 or any statutory notification, or re-enactment therefore and rules framed thereunder from time to time shall apply to such arbitrations. If two arbitrators do not agree on the appointment of umpire, it (the nomination of the umpire shall be done by the International Chamber of Commerce. Paris (France). The decision of arbitrators, or in case of their not agreeing, that of the said umpire shall be binding both on seller and purchaser. The venue of the arbitration shall invariably be New Delhi (India).</p> <p>Please note that deviation in arbitration clause shall not acceptable.</p>	
21.	Risk Purchase:	<p>In case of delays in supplies/defective supplies or non-fulfillment of any other terms and conditions given in purchase order BHEL may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere/alternative source at the risk and cost of the supplier. Please give your acceptance.</p> <p>Please note that deviation in Risk purchase clause shall not acceptable.</p>	
22.	Right of Acceptance	<p>Right of Acceptance – BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Supplier should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.</p>	
23.	Deviation (if any)	<p>Kindly Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.</p>	

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24.	Custom Duty (For Import Scope) and Excise duty (For indigenous scope) if any	<p>At present following Custom Duties are applicable for various projects: SCCL U-1&2 : Project Import Vindhyachal: Project Import Unchahar: Project Import Pls. note that the comparison would be done as per the applicable custom Duty structure on the date of opening of Price Bid.</p> <p>At present following Excise Duties are applicable for various projects: SCCL U-1&2 : ED on Merit Vindhyachal: ED Exempted Unchahar: ED on merit Pls. note that the comparison would be done as per the applicable Custom/Excise Duty structure on the date of opening of Price Bid.</p>	
25.	CST/ VAT (If applicable, Indigenous scope of supply)	<p>In case of VAT: Please inform the location of your works and applicable VAT Charges within the state. SCCL U-1 &2 (Singreni) project: Andhra Pradesh Vindhyachal Stg-V project: Madhya Pradesh Unchahar Project: Uttar Pradesh</p> <p>In case of CST: This is E-1 transaction BHEL shall be issue "C Form". After issue "C Form" by BHEL vendor has to submit E-1 Form to BHEL. Kindly confirm.</p>	
26.	General Terms	<p>Ink signed order acceptance shall be furnished within 15 days of order placement. In case order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.</p> <p>Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.</p> <p>Please note that the exchange rate for evaluation would be taken as TT Selling rate of SBI as on scheduled date of tender opening (Part-1 bid, i.e. techno-commercial offer).</p> <p>Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).</p> <p>Kindly confirm that the minimum delivery period in no. of weeks/months from the date of issue purchase.</p> <p>Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.</p>	

(Signature of supplier with seal)

**Tender Enquiry No. B/4180/2013/3547V3 for the requirement of Fibre Optic Generator End Winding
Vibration Monitoring System (Annexure -C)**

**TERMS AND CONDITIONS FOR TWO PART TENDER ENQUIRY
(For Indian supplier)**

You are requested to kindly confirm the following commercial terms and conditions duly signed and stamped copy of this is to be submitted by you along with your offer.

These terms and conditions supersede the same or similar terms and conditions if they are appearing elsewhere in the Enquiry.

Sl. No	Terms	Description	Your confirmation
1.	Document Checklist	Kindly confirm that the following documents have been submitted along with your offer: <ol style="list-style-type: none"> 1. Requisite EMD & Tender Fee. 2. Complete Technical offer with relevant drawings/ documents /QP etc. (as Per Special Instructions mentioned in Annexure-B). 3. Pre-Qualification Requirement (as defined in Annexure-A) 4. Experience Details 5. Any other document as specified in "Instructions to Bidders". 6. Supplier Registration Form (for vendor's not registered at BHEL, Hardwar for this item) 7. Filled NTPC sub-supplier questionnaire format. 	
2.	Evaluation criteria	Evaluation of tender shall be done (taking together all material codes) on total landed cost to BHEL basis	
3.	Bank Charges	Kindly Confirm that Bank Charges shall be either side.	
4.	Insurance	The Transit Insurance will be arranged by BHEL. Pl. send your offer keeping this in view.	
5.	Validity	Confirm that your offer shall be valid for 180 days from the date of tender opening. BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.	
6.	Customer approval (for SCCL and Vindhyachal projects)	Kindly note that Your offer would be considered for SCCL (Singreni) U-1&2, Vindhyachal and Unchahar projects only after acceptance/ approval by the end user. <ol style="list-style-type: none"> 1. Furnish the complete filled NTPC sub-supplier questionnaire format duly ink signed. 	
7.	Color Requirement:	For SCCL U-1&2 projects: <ol style="list-style-type: none"> a) Exterior & Interior: Front & Rear sides- Grey RAL9002 Rest Sides- Blue RAL 5012 For Vindhyachal Stg-V and Unchahar projects: <ol style="list-style-type: none"> b) Color requirement will be communicated later. Kindly quote your valuable offer inclusive of color requirements.	

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Vibration Monitoring System (Annexure -C)**

8.	Basis of quotation	<p>Kindly confirm that the prices have been quoted on freight pre-paid upto destination basis. The goods can be dispatched through any Bank approved transporters having their branch at Hardwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in .</p> <p>Pls. note that, if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) from Project Site for processing of your invoice. No demurrage charges would be payable by BHEL. Kindly confirm.</p>	
9.	Erection & Commissioning at site:	<p>Erection and commissioning shall be carried out by you. Kindly confirm and quote accordingly.</p>	
		<p>Kindly confirm that Lump sum Commissioning charges (inclusive of all and irrespective of no. of Mandays, Fooding, Boarding, Lodging etc.) have been quoted separately in your offer.</p>	
		<p>Pls. note that for supervision during commissioning, checklist is to be submitted by the vendor to BHEL after the placement of the Order. BHEL will confirm the checklist prior to commissioning call to the vendor After receipt of checklist from BHEL, the vendor will send the commissioning engineer within 15 days of confirmation of site readiness. In case any additional work is required which is beyond the scope agreed, the same would be commenced only after signed agreements with site representative and the vendor.</p>	
		<p>Kindly confirm that the Supervision Charges quoted by you are inclusive of applicable Service Tax.</p>	
10.	Engineering Document approval	<p>Drawings/Data sheets/other documents as called in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Any delay in delivery on account of late submission of drawings/other documents shall be to vendor's account. Kindly confirm.</p>	
11.	Reverse Auction	<p>BHEL reserves the right to go for RA (Reverse auction) instead of opening of your submitted sealed bids.</p> <p>Please give your acceptance for reverse auction. BHEL will have the option to reject the offer / offers of the bidders who do not confirm their acceptance for Reverse auction.</p>	
12.	MDCC (Material dispatch clearance certificate) clause	<p>Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all manufacturing test certificates (TCs) to BHEL. BHEL will issue MDCC within 7 days of receipt TCs, if complete & clear w.r.t. approved technical documents and quality plan.</p>	

**Tender Enquiry No. B/4180/2013/3547V3 for the requirement of Fibre Optic Generator End Winding
Vibration Monitoring System (Annexure -C)**

13.	Quality Requirements	<p>Vendor Data in NTPC sub-questionnaire format along with quality plan in enclosed quality plan format. Successful BHEL approved vendor's credentials to be forwarded to NTPC for their approval.</p> <p>Ordering on BHEL & Customer approved vendor as per customer approval conditions. Hence, all vendors to confirm to follow NTPC approval conditions.</p> <p>Inspection by BHEL nominated inspection agency QUEST as per NTPC approved quality plan, in case of indigenous vendor.</p> <p>Scope of Third Party Inspection agency: A) Witnessing of: i) Visual & Dimensional. ii) Insulation resistance of terminal blocks with 500 V megger. iii) Verification of scope/technical particulars covered in clause no. 1&2 of specification TG60720. iv) High Voltage test at 2 KV (excluding electronic components). v) Burn in test of electronic components. vi) Functional checking of equipment as per approved schematics</p> <p>B) Review of: i) Dry Heat test. ii) Temperature cycle test iii) Damp heat test iv) Surge withstand test</p> <p>The price bid of your offer would be opened only after customer approval. This is for your information.</p>	
14.	Payment Terms.	<p>Kindly confirm the following payment terms For Material Portion: 100% Payment against presentation of dispatch documents thru bank or direct to BHEL and Performance Bank Guarantee (PBG) of 10% of the order value. PBG should be valid for entire Guarantee/ Warranty period. PBG would be submitted before the negotiation of documents. The PBG acceptance/receipt certificate will form part of negotiable documents. The PBG will be in BHEL format and from one of the BHEL consortium banks. List of BHEL consortium Bank is attached.</p> <p>For Commissioning: 100% after receipt of successful commissioning report from project site and invoice thru bank.</p> <p>Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice / policy. Requirement of PBG for Guarantee/ Warranty period is mandatory and non-acceptance of the PBG may lead to rejection of your offer.</p>	

**Tender Enquiry No. B/4180/2013/3547V3 for the requirement of Fibre Optic Generator End Winding
Vibration Monitoring System (Annexure -C)**

15.	Penalty	<p>Kindly confirm that penalty for late delivery w.r.t to contractual delivery shall be applicable at the rate of 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.</p> <p>Date of GR/LR shall be treated as delivery date for all purposes.</p> <p>Loading for deviation in penalty for LD clause: Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent by which penalty clause is not agreed.</p>	
16.	Spare Requirements:	Recommended spare required, Kindly quote your valuable offer accordingly.	
17.	Guarantee/ Warranty	<p>Kindly confirm that Guarantee/ Warranty shall be offered for a period of 18 months from the date of shipment/ Supply or 12 months from the date of commissioning of the equipment, whichever is earlier.</p> <p>In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required.</p> <p>Loading for deviation in Guarantee/ Warranty period: In case of deviation in this clause your offer would be loaded as per BHEL practice / policy. Guarantee/ Warranty offered below 18 months from the date of supply are liable for rejected.</p>	
18.	Arbitration clause:	Arbitration Clause: In all cases of dispute the matter shall be referred for Arbitration to any arbitrator to be appointed by the Executive Director or any officer who is the administrative head of Bharat Heavy Electricals Limited at Hardwar. The award of the Arbitrator shall be final and binding on both parties. The Arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties.	
19.	Risk Purchase:	<p>Risk Purchase: In case of delays in supplies/defective supplies or non-fulfillment of any terms and conditions given in the purchase order, the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere/alternative source at risk and cost of the supplier. Please give your acceptance.</p> <p>Please note that deviation in Risk purchase clause shall not acceptable.</p>	
20.	Right of Acceptance	Right of Acceptance – BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	
21.	Deviation (if any)	Kindly Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	

**Tender Enquiry No. B/4180/2013/3547V3 for the requirement of Fibre Optic Generator End Winding
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22.	Origin of quotation	Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotations are liable to be ignored.	
23.	Documents Submissions:	Confirm that all the documents shall be provided as per our Standard specifications No. TG 60720 Rev.00 and their addendum No. 4181-19-01021 Rev.00 is enclosed with enquiry. Kindly confirm.	
24.	Excise Duty	At present following Excise Duties are applicable for various projects: SCCL U-1&2 : ED on Merit Vindhyachal: ED Exempted Unchahar: ED on Merit Pls. note that the comparison would be done as per the applicable Excise Duty structure on the date of opening of Price Bid.	
25.	CST/ VAT	In case of VAT: Please inform the location of your works and applicable VAT Charges within the state. SCCL U-1 &2 (Singreni) project: Andhra Pradesh Vindhyachal Stg-V project: Madhya Pradesh Unchahar Project: Uttar Pradesh	
		In case of CST: This is E-1 transaction BHEL shall be issue "C Form". After issue "C Form" by BHEL vendor has to submit E-1 Form to BHEL. Kindly confirm.	
26.	General Terms	Ink signed order acceptance shall be furnished within 15 days of order placement. In case order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.	
		Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).	
		Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
		Kindly confirm that the minimum delivery period in no. of weeks/months from the date of issue purchase.	
		Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.	

(Signature and seal of supplier)