



ISO 9001-2000, ISO 14001 and  
OHSAS 18001 certified company

Sub-Contract and Purchase  
Deptt.

# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Northern Region,

Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar

NOIDA – 2 01301 (INDIA)

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TENDER ENQUIRY NO: BHEL/PSNR/SCP/RD/E-2563

DATE: 21.05.2014

## TENDER ENQUIRY

BHEL Power Sector, Northern Region invites sealed quotation from **Manufacturers only** in **two part bid system** for the following item required at **BHEL – PSNR (HQ), HYDRO DEPTT. NOIDA** as follow:

Enquiry No.	DESCRIPTION	DUE DATE & TIME OF TENDER SUBMISSION & OPENING	DELIVERY SCHEDULE
BHEL/PSNR/SCP/ RD/ E-2563	MICRO OHM METER (02) Two Nos.	<b>12.06.2014</b> TIME FOR SUBMISSION: <b>15:00Hrs</b> TIME FOR OPENING: <b>15:30Hrs</b>	<u>Within 6-8</u> <u>WEEKS</u> from the date of PO.

### DESTINATION FOR SUPPLY IS AS FOLLOWS:

BHEL-PSNR

ADVANT NAVIS BUSINESS PARK

#7, SECTOR – 142, NOIDA

PIN CODE : 201301, UTTAR PRADESH (U.P.)

### QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-

1. a) BIDDER SHOULD BE OEM OF THE QUOTED EQUIPMENT.

"OR"

b) BIDDER SHOULD BE AUTHORISED DEALER FROM OEM OF THE QUOTED EQUIPMENT.

2. BIDDER TO SUBMIT COPY OF ATLEAST ONE P.O. FOR THE SUPPLY OF MICRO OHM METER IN LAST 3 YEARS FROM THE DATE OF BID SUBMISSION.

### NOTE:

FOR Sl. No. 1.a BIDDER TO SUBMIT COMPANY REGISTRATION CERTIFICATE AS A MANUFACTURER AND LEAFLET/ CATALOGUE OF QUOTED ITEM.

Sl. No. 1b. BIDDER TO SUBMIT AUTHORIZATION FROM OEM ALONG WITH LEFLET/CATALOGUE OF THE QUOTED ITEM.

### For Sl. No. 2

a. BIDDER AS MANUFACTURER HAS TO SUBMIT ATLEAST ONE PO COPY IN LAST 3 YEARS FOR THE SUPPLY OF MICRO OHM METER FROM THE DATE OF BID SUBMISSION.

b. BIDDERS AS AUTHORIZED DEALER TO SUBMIT ATLEAST ONE PO COPY PLACED EITHER ON THEM OR THEIR PRINCIPLE, IN LAST 3 YEARS FOR THE SUPPLY OF MICRO OHM METER FROM THE DATE OF BID SUBMISSION.

**NOTES:-**

The Tender Document comprise of following:

- a. ANNEXURE- 1 (TECHNICAL SPECIFICATIONS)
- b. ANNEXURE-2 (IMPORTANT NOTES)
- c. ANNEXURE-3 (SPECIAL TERMS & CONDITIONS)
- d. ANNEXURE-4 (GENERAL TERMS & CONDITIONS)
- e. ANNEXURE-5 (UNPRICE FORMAT)
- f. ANNEXURE-6 (PRICE SCHEDULE)
- g. ANNEXURE -7 (CERTIFICATE FOR NO DEVIATION)
- h. ANNEXURE- 8 (PBG FORMAT)
- i. ANNEXURE -9 (FORMAT FOR E-PAYMENT DETAILS)
- j. ANNEXURE-10( REVERSE AUCTION TERMS AND CONDITIONS)
- k. ANNEXURE-11(CERTIFICATE OF CHARTERED ACCOUNTANT)

**In case of contradiction / conflict the order of precedence shall be in the order as mentioned below:**

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL.
- b. Price Schedule (Annexure-6)
- c. Technical Specifications (Annexure-1)
- d. Special Terms & Conditions (Annexure-3)
- e. Tender Notice (Pages 1-2)
- f. Important Notes (Annexure-2)
- g. General Terms & Conditions (Annexure- 4)

**ANNEXURE-"1"****TECHNICAL SPECIFICATIONS FOR MICRO OHM METER**

<b>SL. NO.</b>	<b>VENDOR'S CONFIRMATION</b>
<b><u>MICRO OHM METER:</u></b>	
1. DIGITAL MICRO OHM METER.	
2. 4 WIRE CURRENT METHOD, 4-1/2 DIGIT LED/LCD DISPLAY.	
3. RANGE- 0 TO 60 MILLIOHM.	
4. TEST CURRENTS -10A, 1A- INDUCTIVE LOAD- MINIMUM 1.0 MILLIOHM MEASURING VALUE READINGS -10A, 1A, 100mA, 10mA, 1mA- RESISTIVE LOAD	
5. RESOLUTION- 1 MICRO OHM	
6. ACCURACY- 0.25% OF READING	
7. INPUT SUPPLY- 100 TO 250 V AC 50 HZ, 1 PHASE.	
8. CALIBRATION CERTIFICATE VALIDITY 1 YEAR.	
9. HARD CASE TOP COVER WITH KELVIN LEADS.	
10. PROTECTION-IP54	
11. RECHARGABLE BATTERY PACK WITH BUILT IN CHARGER.	
12. BATTERY LIFE- 1000 TEST RESULTS.	
13. <b><u>SUPPLY &amp; DEMONSTRATION:</u></b> The supply and Demonstration of Micro Ohm Meter should be at BHEL PSNR (HQ). Training for operation and maintenance should be provided to BHEL person during demonstration.	
14. <b><u>INSPECTION:</u></b> Physical inspection shall be done at destination on delivery of material.	
15. <b><u>DOCUMENTS REQUIRED ALONG WITH DISPATCH:</u></b>  a) <b>O&amp;M MANUAL 1 SET along with instrument at PSNR HQ.</b> b) <b>GUARANTEE CERTIFICATE - 12 MONTHS FROM THE DATE OF DISPATCH.</b>  <b><u>NOTE:</u></b> ABOVE DOCUMENTS TO BE SUBMITTED ALONGWITH INSTRUMENT AT BHEL-PSNR (HQ).	
16. TRANSIT INSURANCE SHALL BE IN THE SCOPE OF VENDOR.	

**\*Note:** Vendor to give their confirmation for each row as above.

(Signatures of the Bidder with Name, Designation & Company's Seal)

**IMPORTANT NOTES**

1. Bidders not offering the material as per specification described in Annexure – 1 shall not be considered.
2. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the web page (www.bhel.com) and not in the Newspaper. Bidders shall keep themselves updated with all such amendments.
3. BHEL reserves the right to split, accepts or rejects any or all tenders without assigning any reason what so ever.
4. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
5. Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply, of “ **02 nos. of Micro Ohm Meter**” as per detailed specifications in Annexure-1, so as to reach us before the date of opening. The tenders (Part I only) will be opened at **15.30 PM (IST) on 12.06.2014.**

**Note:** In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.

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

**ENGINEER/ PURCHASE  
BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR-NORTHERN REGION,  
HRDI & ESI COMPLEX, PLOT NO.25, SECTOR 16 A,  
NOIDA –201301 (INDIA)**

**7. TENDERS TO BE SUBMITTED IN TWO PARTS:**

**Part: I:** Techno-commercial bid containing technical details along with commercial offer containing the following;

- (i) Covering letter/Offer forwarding letter of Tenderer.
- (ii) Supporting documents against Qualifying Requirements (QR) and vendor confirmation regarding technical specification.
- (iii) Bidder to submit company brochure indicating manufacturing of **Micro Ohm Meter**.
- (iv) Duly filled-in 'No Deviation Certificate' as per Annexure -7.

**Note:**

- a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.
  - b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. In case of unacceptable deviations, BHEL reserves the right to reject the tender
- (v) **Acceptance to commercial terms and conditions by submitting duly signed and stamped all pages of Tender document as a proof of acceptance.**
- (vi) All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this tender.
- (vii) Bidders shall submit their offer in INR only, the same to be indicated in their offer (Part-I).

(viii) Commercial: This part shall include / indicate the following:

- (a) Station of dispatch
- (b) Taxes & duties applicable.
- (c) Delivery Schedule

(ix) Copy of "Un-Priced Format as per Annexure - 5" i.e., without the price details to be enclosed with clearly mentioning that whether **QUOTED or NOT APPLICABLE**. (No hidden charges shall be accepted).

(x) Any other details preferred by bidder with proper indexing.

**PART: II: PRICE BID AS PER ANNEXURE – 6, DULY FILLED, SIGNED AND STAMPED. IT SHOULD INCLUDE FOLLOWING:**

(i) Offered price (as per Price Schedule format enclosed).

(ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in Indian Currency for the rates as per rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

**Note:** Bidder may ensure to sign each page of the tender document / their offer while submitting techno - commercial offer/ price-bid.

**8. Following should be super scribed on the envelopes of the two parts of the Bid.**

**Part I: Techno-Commercial Bid:-**

Tender for: \_\_\_\_\_  
Tender No. \_\_\_\_\_ Due on: \_\_\_\_\_

**Part II: PRICE BID:**

Tender for: \_\_\_\_\_  
Tender No. \_\_\_\_\_

**9. BOTH PART-I & PART-II SHOULD BE INDIVIDUALLY SEALED & SUPERSCRIBED AS INDICATED ABOVE & SHALL BE ENCLOSED IN ONE MAIN ENVELOPE DULY SEALED & SUPERSRIBED AS:**

Tender for: \_\_\_\_\_  
Tender No. \_\_\_\_\_ Due on: \_\_\_\_\_

**Containing Part I and Part II of the offer**

The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.

**10. LANGUAGE & CORRECTIONS**

- a) The Tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b) All entries in the tender shall either be typed or written legibly in ink. Eracement and over-writings are not permitted and may render such tenders liable for rejection.
- c) Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d) All cancellations and insertions shall be duly attested by the tenderer.
- e) All columns for price format shall be filled. If not applicable, please write "NA"

**11. TENDER EVALUATION**

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

**12. PRICE DISCREPANCY**

- a) Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit prices, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.
  - a. **If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.**
  - b. **If there is a discrepancy between words and figures, the amount in words shall prevail.**
- b) In case of any other discrepancy, the decision of the purchaser will be final.

**13. Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their Techno-commercial offer**

Type under MSE	SC/ST owned	Others
Micro		
Small		

**Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.**

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II (Entrepreneur Memorandum II) certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (Format enclosed as per Annexure- 10) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro and 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. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.

No benefit shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

**ENGINEER/PURCHASE**

**SPECIAL TERMS AND CONDITION**

1. **Price in INR** should be quoted for **F.O.R destination delivery at BHEL-PSNR, HYDRO DEPTT., ADVANT NAVIS BUSINESS PARK #7, SECTOR – 142, NOIDA, UTTAR PRADESH.**
2. **EVALUATION CRITERIA:** Evaluation shall be done on Net Cost to BHEL basis i.e. sum total of quoted cost which includes basic price, P&F charges, taxes & duties, freight & transit insurance etc. and also by considering the CENVAT credit on Excise duty as per clause 4 of special terms and conditions.(i.e, as per Sl. No. 8 of Price Schedule (ANNEXURE-6))
3. **TAXES AND DUTIES:**

**3A)** Price quoted should be inclusive of all the applicable charges, Taxes and Duties. However rates of Sales Tax, Excise Duty & other statutory levies should be indicated separately if applicable. Variation in Excise Duty, Sales Tax/ Vat or any other statutory levies during contractual delivery period shall be to BHEL's account. BHEL shall issue ROAD PERMITS, wherever applicable, to the supplier. Any other govt. levies as per actuals shall be reimbursed by BHEL on submission of relevant documentary proof by supplier.

**3B)** Excise duty incurred by seller/contractor on items against the dispatch constituting a sale under the order alone shall be reimbursed at actuals against requisite documentary evidence. The invoice cum excise duty gate pass (excise invoice) should contain the name of ultimate consignee as specified in the order. Hence CENVAT benefit during evaluation of price shall be considered in the following cases where

**3B1)** Invoice issued by Manufacturer / first stage dealer and second stage dealer as per the provision of Rule 11 of Central Excise Rules, is also declared as duty paying document for the purpose of allowing CENVAT credit under rule 9 of CENVAT Credit Rules, 2004. It is noted that Invoice issued by registered dealer shall be prepared in triplicate and indicate at the top of the Invoice in bold capital letters as "First Stage Dealer" or "Second Stage Dealer".

**3B2)** In case goods are purchased through a dealer but these are dispatched by supplier manufacturer directly to the factory of buyer. In such case, CENVAT is available to buyer if invoice is in name of dealer but name of buyer is shown as consignee. This termed as Transit Invoice where Invoice is in name of dealer with name of buyer-manufacturer as consignee.

**3B3)** In case goods are dispatched from the godown of First stage dealer or second stage dealer. The credit of duty on inputs or capital goods purchased from first stage dealer or second stage dealer shall be allowed only if the said dealer has maintained records indicating the fact that the inputs or capital goods were supplied from the stock on which duty was paid by manufacturer of such goods and only an amount of such duty has been indicated in the invoice issued by him. (Ref.: Circular No. 689/5/2003-CX dated 14.01.2003).

**3B4)** In case supplier fails to submit the requisite and appropriate CENVATABLE invoice in favor of BHEL with CENVAT credit equal to the amount offered by them in their quote , the same shall not be payable.

**Quoted rates shall remain firm except for variation in Duties / Taxes as mentioned at serial no. 3A) above.**

4. **INSPECTION AND TESTING:** The supplier shall offer the **Micro Ohm Meter** for inspection at Destination as mentioned above on delivery of material. Inspection shall be carried out in presence of BHEL engineers and supplier's representative.
5. **Delivery:** The delivery for all above items shall be **within 6-8 WEEKS** from date of P.O. to the date of dispatch. LR/ GR/ RR date for indigenous supplies shall be treated as the date of dispatch for

levying LD. **"In case delivery period quoted by the bidder is not accepted by BHEL, then BHEL may reject their offer."** Bidders to note the following:

**Note:** Bidders are requested to arrange the transporters and dispatch the goods on our behalf on freight (including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 2 weeks, however unloading shall be done by BHEL.

6. **VALIDITY OF OFFER:** Offers should be valid for a **period of 90 days from the** date of Techno-Commercial bid (Part-I) opening.

7. **INSURANCE:** Transit insurance shall be in the scope of bidder.

8. **SCOPE OF WORK:**

a) **SUPPLY** of **Micro Ohm Meter** at Destination as indicated in Cl. No.1 of Special Terms and Conditions (Annexure-3).

b) **INSPECTION** Physical inspection shall be done at destination on delivery of material.

c) **Demonstration & Training:** **Demonstration will be done at destination as specified** in Annexure-1; Training for operation & maintenance should be provided to BHEL person during demonstration.

9. Calibration Certificate, O& M Manual & Guarantee/Warranty certificates, Certificate of newness for the above items shall be provided before/along with dispatch of material.

10. The equipment being offered should be of robust design and suitable for operations in Indian climatic conditions such as saline atmosphere, ambient temperature up to 50 degrees Centigrade. The electrical and controls should be tropicalized to withstand such climatic conditions.

11. **Payment Terms:** Tenderer shall adhere to the following payment terms:-

a) 90% of Ex-Works value with 100% taxes, duties, freight, packing & forwarding and freight & insurance within 30 days of receipt of the material at destination.

b) 10% of Ex-Works value shall be released after successful demonstration of above item & submission of all final documents including warranty cards, Test certificates, as applicable, demonstration certificate issued by BHEL and PBG as per clause 13 of STC.

**A bank guarantee equal to 10% of the Order value excluding taxes & duties valid up to 12 months from the date of demonstration or 18 months from date of supply, whichever is earlier shall be submitted at the time of claiming 10% final payment as per SI no. (b) Above.**

The set of dispatch documents for 90% payment shall be as follows:-

- 1) Original tax Invoices
- 2) Copy of LR/ Packing List
- 3) Guarantee/Warranty Certificate for the goods
- 4) Calibration Certificate.
- 5) O&M Manual.
- 6) Certificate of Newness, confirming, "Goods supplied are new".

**NOTES:-**

- (I) TENDERERS ARE REQUIRED TO SPECIFICALLY CONFIRM ACCEPTANCE OF THESE PAYMENT TERMS IN THEIR TECHNO-COMMERCIAL OFFER.
- (II) NO ADVANCE SHALL BE PAID.

12. **PAYING AUTHORITY:**

**13. WARRANTY:**

The **Micro Ohm Meter** offered shall carry a warranty for a period of 12 months from the date of demonstration or 18 months from date of dispatch of material at site whichever is early. Rectification / replacement required during the warranty period will be arranged by the supplier free of cost including too and fro transport charges and import duty/excise duty/other taxes/insurance etc. payable on replacement items.

Supplier to submit the Performance Bank Guarantee (PBG) equivalent to **10% of the Order value excluding taxes & duties** which shall be valid up to 12 months from the date of demonstration or 18 months from date of supply whichever is earlier.

**14.** No enhancement of Price, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order.

**15.** The quantity of item to be purchased may vary according to actual requirement at the time of placement of order.

**16.** If any bidder belongs to MSME including SC/ST owned industry please clearly mention in your bid and provide supporting documents.

**17.** In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.

**18. REVERSE AUCTION:**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. **Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.**

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. **For details please refer to Annexure – 10.**

**ENGINEER/PURCHASE**

**ANNEXURE-“4”**

**GENERAL TERMS & CONDITIONS**

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard specification as per technical specifications of tender.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per clause 11 of "SPECIAL TERMS AND CONDITIONS".  
All payments shall be done through Electronic Funds Transfer supplier shall submit bank details with bill invoices .In case of payment through, Bank all incidental charges will be to the Beneficiary's account.
5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
6. No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier.
7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
8. Where Sales Tax is payable extra, it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax Registration No. in the offer.
9. **Liquidated Damages:** The LD shall be 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.  
In case of any amendment/revision, the LD shall be linked to the amended/revised PO value.
10. **Risk Purchase:** - Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss, which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 9 above.
11. **Inspection:** All goods and work are subject to our inspection either at manufacture's works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment.
12. **Insurance:** - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks. In all other cases, supplier must furnish particulars of dispatch i.e. station of dispatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately

after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.

**Note: However, the supplier shall still remain responsible for defective parts or short supply and defective packing.**

13. **Metric System:** - Suppliers are requested to give metric measurements while quoting.

14. **Force majeure:** The following shall amount to Force Majeure

**14.1)** Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the seller has no control.

**14.2)** If the seller suffers delay in the due execution of the contractual obligation due to delays Caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the supplier shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the supplier immediately reports to BHEL in writing the causes of delay and the seller shall not be eligible for any compensation.

15. **Arbitration & Reconciliation:-**

**15.1)** In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the supplier in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In Charge (Region).

The award of the Arbitrator shall be binding upon the parties to the dispute

Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

**15.2)** In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

**15.3)** The cost of arbitration shall be borne equally by the parties.

**15.4)** Stores under the contract shall be continued during the arbitration proceedings Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

**ENGINEER/PURCHASE**

**UNPRICE FORMAT (TO BE SUBMITTED WITH TECHNICAL BID)**

Sl.No.	DESCRIPTION	REMARKS
1.	<b>SUPPLY, DEMONSTRATION AND TRAINING FOR TWO (02) NOs. Micro Ohm Meter</b> AS PER SPECIFICATION ENCLOSED IN ANNEXURE-1.	QUOTED IN PRICE BID
2.	PACKING AND FORWARDING CHARGES	QUOTED IN PRICE BID
3.	EXCISE DUTY & CESS (IF APPLICABLE AS PER CL 3 OF STC)	QUOTED IN PRICE BID <b>RATE OF DUTY.....</b>
4.	ST/VAT <b>WITHOUT "C" FORM</b>	QUOTED IN PRICE BID <b>RATE OF TAX.....</b>
5.	TRANSPORTATION / FREIGHT CHARGES & TRANSIT INSURANCE CHARGES FROM MANUFACTURER WORK PLACE TO <b>BHEL-PSNR, HYDRO DEPTT., ADVANT NAVIS</b> <b>BUSINESS PARK #7, SECTOR – 142, NOIDA, UTTAR PRADESH.</b>	QUOTED IN PRICE BID
6.	<b>TOTAL ORDER VALUE ON F.O.R SITES BASIS</b>	QUOTED IN PRICE BID
7.	CENVAT CREDIT BENEFIT TO BHEL ( AS PER CL 3 OF STC)	QUOTED IN PRICE BID
8.	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT ( SL. NO. 6 – SL. NO. 7) (F.O.R. DESTINATION BASIS)	QUOTED IN PRICE BID
9.	SUBMISSION OF PBG AS PER NIT	AGREED
10.	WARRANTY/GUARANTEE AS PER NIT	AGREED
11.	PAYMENT TERMS AS PER NIT	AGREED
12.	DELIVERY PERIOD AS PER NIT	AGREED
13.	VALIDITY OF OFFER AS PER NIT	AGREED
14.	CALIBRATION CERTIFICATE / O&M INSTRUCTIONS/ GUARANTEE /WARRANTY CERTIFICATE AS PER NIT	AGREED
15.	ANY OTHER INFORMATION	

**NOTES:**

- Tenders will be evaluated based on the prices quoted up to F.O.R Destination basis (Sl. No.8 ANNEXURE-6)**  
Bidders are requested to quote for each and every item from 1 to 8 as indicated above. Please indicate NIL against items not applicable.
- Incomplete offer received may not be considered.
- The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
- In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
- Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 10 days.
- Any other Central Govt. /State Govt. taxes, Levies applicable, if not specified above, shall be reimbursed as per actual on submission of documentary proof from the concerned Govt. office.

(Signatures of the Bidder with Name, Designation &amp; Company's Seal)

**PRICE SCHEDULE (TO BE SUBMITTED WITH PRICE BID)**

SL. NO.	DESCRIPTION	QUANTITY	AMOUNT (Rs.)
1.	<b>SUPPLY, DEMONSTRATION AND TRAINING FOR TWO (02) NOs. Micro Ohm Meter</b> AS PER SPECIFICATION ENCLOSED IN ANNEXURE-1.	02	
2.	PACKING AND FORWARDING CHARGES		
3.	EXCISE DUTY & CESS (IF APPLICABLE AS PER CL 3 OF STC)		
4.	ST/VAT <b>WITHOUT "C" FORM</b>		
5.	TRANSPORTATION / FREIGHT CHARGES & TRANSIT INSURANCE CHARGES FROM MANUFACTURER WORK PLACE TO <b>BHEL-PSNR, HYDRO DEPTT. ADVANT NAVIS BUSINESS PARK #7, SECTOR – 142, NOIDA, UTTAR PRADESH.</b>		
6.	<b>TOTAL ORDER VALUE ON F.O.R DESTINATION BASIS</b>		
7.	CENVAT CREDIT BENEFIT TO BHEL ( AS PER CL 3 OF STC)		
8.	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT ( SL. NO. 6 – SL. NO. 7) (F.O.R. DESTINATION BASIS)		

**NOTES:**

1. **Tenders will be evaluated based on the prices quoted up to F.O.R Destination basis (Sl. No.8 ANNEXURE-6, ABOVE).** Bidders are requested to quote for each and every item from 1 to 8 as indicated above. Please indicate NIL against items not applicable.
2. Incomplete offer received may not be considered.
3. The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
4. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
5. Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 10 days.
6. Any other Central Govt. /State Govt. taxes, Levies applicable, if not specified above, shall be reimbursed as per actual on submission of documentary proof from the concerned Govt. office.
7. Evaluation will be done on the basis of Sl.No.8 ABOVE i.e., "NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT (F.O.R DESTINATION BASIS)"

(Signatures of the Bidder with Name, Designation & Company's Seal)

**CERTIFICATE OF NO DEVIATION**

**(TO BE SUBMITTED IN LETTER HEAD)**

**TENDER No. : BHEL/PSNR/SCP/RD/E- 2563**

I/ WE, M/s \_\_\_\_\_

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

**(Signatures of the Bidder with Name, Designation & Company's Seal)**

**Formats for execution of Performance Bank Guarantees:**

**Note:** - The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned Banks, (1.State Bank of India, 2.State Bank of Hyderabad, 3.State Bank of Travancore, 4.Canara Bank, 5.Bank of Baroda, 6.Punjab National Bank, 7.Deutsche Bank AG, 8.HDFC Bank, 9.Standard Chartered Bank, 10.Citi Bank N.A, 11.Allahabad Bank, 12.Andhra Bank, 13.Corporate Bank, 14. Central Bank, 15. Indian Bank, 16. Indian Oversea Bank, 17.Oriental Bank of Commerce, 18. Punjab & Sindh Bank, 19.Syndicate Bank, 20. UCO Bank, 21. Union Bank of India. 22. United Bank of India, 23. Vijaya Bank, 24. IDBI, 25. The Hongkong and Shanghai Banking Corporation Limited, 26. The Royal Bank of Scotland N.V., 27. J P Morgan, 28.Axis Bank, 29.The Federal Bank Limited, 30.Kotak Mahindra Bank, 31. ICICI, 32. Indusind Bank, 33.Yes Bank. ).

**PERFORMANCE BANK GUARANTEE**

1. In consideration of **BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR NORTHERN REGION** (hereinafter called the "**Company**" having agreed from M/s \_\_\_\_\_ (hereinafter called the said **Contractor** which term includes supplier for the purpose of the bond) to accept the demand under the terms and conditions of the Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called the said **agreement**) of Security Deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we, \_\_\_\_\_ (indicate the name of the **Bank**) \_\_\_\_\_ (hereinafter referred to as the **Bank**) at the request of \_\_\_\_\_ [Contractor(s)] do hereby undertake to pay to the Company an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reasons of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment to so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_ office/ Department/ Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharge this guarantee. Unless a demand or claim under this

guarantee is made on us in writing on or before the \_\_\_\_\_\* \_\_, we shall be discharged from all the liability under this guarantee thereafter.

5. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
  
7. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Date \_\_\_\_\_ Day of \_\_\_\_\_  
for \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_

(Signature of Authorized signatory)

- \* This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

**FORMAT FOR E-PAYMENT DETAILS: - BHEL-PSNR-NOIDA**

**(To be given in letterhead along with a copy of cancelled cheque / certification from bank)**

Beneficiary Name :

Bank Name & Branch :

MICR Code (9 Digits) :

IFSC CODE (For NEFT) :

Beneficiary Account No. :

Beneficiary E-mail ID :  
(For payment confirmation)

**(Signatures of the Bidder with Name, Designation & Company's Seal)**

**REVERSE AUCTION (RA) FORMAT**

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. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.

Information and general terms and conditions governing RA are given below.

In case BHEL decides to process the tender through Reverse Auction Process (RA), following details shall be required from the bidders for their authorized representative who will participate in the on line Reverse Auction Process;

(a) Name of Designation of official:

(b) Postal Address (Complete):

(c) Telephone Nos. (Land line & Mobile both):

(d) FAX No.:

(e) E-mail address:

(f) Name of Place/State/Country, wherefrom he will participate in the RA:

**(Signatures of the Bidder with Name, Designation & Company's Seal)**

**TERMS & CONDITIONS OF REVERSE AUCTION**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**ENGINEER/PURCHASE**

**CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD**

This is to certify that M/s. \_\_\_\_\_,  
(hereinafter referred to as 'Company') having its registered office at \_\_\_\_\_  
\_\_\_\_\_ is registered under MSMED Act 2006,  
(Entrepreneur Memorandum No (Part II) \_\_\_\_\_  
Dtd. \_\_\_\_\_, Category: \_\_\_\_\_ (Micro/Small). (Copy Enclosed)

Further verified from the Book of Accounts that the investment of the company as on date  
\_\_\_\_\_ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment is plant and machinery (i.e., original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O. 1722(E) dated October 5, 2006:

Rs. \_\_\_\_\_ Lacs

2. For Service Enterprises: Investment in equipment ( original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006 :

Rs. \_\_\_\_\_ Lacs

The above investment of Rs. \_\_\_\_\_ Lacs is within the permissible limit of  
Rs. \_\_\_\_\_ Lacs for \_\_\_\_\_ Micro/Small (strike off which is applicable)  
Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant -