



BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (UA)
Fax: 01334-226084/226462, Phone: 01334-284175, 285834
E-mail: yash63@bhelhwr.co.in; agupta@bhelhwr.co.in

Ref: BOI/OT/13-14/YS/02

Date: 19/12/2013

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.

Sl. No.	Tender No.	Item Description	Total Requirement	Last date to get documents from BHEL	Opening date
1.	B/4066/2013/0932/V3	Ignition gas Cylinder Heating System as per spec GT57002	4 ST	05.01.2014	06.01.2014

2. Tenders will be received up to 13:45 Hrs. (IST) on opening date and opened on the same day at 14:00 Hrs (IST) in the Tender Room.

3. Interested vendors must submit their offer along with the following Tender Fee & Earnest Money Deposit (EMD). The EMD and Tender Fee should be submitted in the form of bank draft **(Cheque/Bank Guarantee are not acceptable)**:

Tender Fee: Rs.2000/- (Rs. Two Thousand or equivalent foreign currency)

EMD: Rs.2,00,000/- (Rs. Two Lacs or equivalent foreign currency)

Drafts shall be **drawn in favour of "BHEL Hardwar"**.

4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.
6. Procurement would be made from Customer Approved Vendors only.

For any further details please log on to www.bhel.com or www.tenders.gov.in or www.bhelhwr.co.in

(Yashpal Singh)
Sr. Engineer (PPX-BOI)



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BHEL Enquiry No. : B/4066/2013/0932/V3

Date of issue : 21.12.2013

Due Date : 06.01.2014

M/s.....
.....

Subject: Tender Enquiry No. B/4066/2013/0932/V3

Dear Sir,

We are pleased to invite your offer in TWO PARTS strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned equipment / systems.

Sl. No.	Material Code & Item Description	Total Requirement	Delivery Required	EMD (Earnest)
1.	Material Code W97976967029 Ignition Gas Cylinder Heating System for SGT5-2000E Siemens Gas Turbine as per specification GT57002 and Addendum-1 to GT57002	4 ST	Marib-1: Immediately Marib-2: 30/12/13 Marib-3: 28/02/14 Marib-4: 30/04/14	Rs.2,00,000/- (Rupees Two Lacs only or equivalent foreign currency)
2.	Material Code W97976967037 Supervision during erection & commissioning of Ignition Gas Cylinder Heating System for SGT5-2000E Siemens Gas Turbine as per specification GT57002 and Addendum-1 to GT57002	4 ST	Marib-1: Immediately Marib-2: 30/12/13 Marib-3: 28/02/14 Marib-4: 30/04/14	

Please submit your lowest quotation/offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 13:45 IST. Please note that offers received after due date (**06.01.2014 at 13:45 IST**) to our tender room, shall be treated as late offers and shall not be considered in any circumstances.

NOTE: The vendor should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

Part-1 bids shall be opened of those vendors **ONLY AFTER ENSURING AVAILIBLITY OF EMD AND TENDER FEE (PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE {drawn in favor of BHEL Hardwar} IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD & TENDER FEE")** at 2 PM on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

KINDLY READ "INSTRUCTIONS TO BIDDERS" **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED

For & ON BEHALF OF BHEL, HARDWAR

Sr. Engineer (PPX/BOI)



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INSTRUCTION TO BIDDERS

Clause 1.0 :

The tenders shall be submitted in two parts (Part I consisting of Techno -Commercial Bid, Supplier Registration Form & Pre-Qualification Requirement e t c . and Part II consisting of Price Bid) as described below on or before the due date.

- **The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored.**
- Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit/interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals/companies – representative/adviser/retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work/stockist not registered specifically etc. are agents)

The bidders (originals manufacturers) will have to submit ink-signed offer/bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. **Unsigned bids shall be ignored.**

However, the suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable.

Clause 1.1 :

PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

- a) Pre-Qualification Requirement
- b) Complete Technical offer with relevant drawings/ documents etc.
- c) Catalogue of the Equipment (If applicable)
- d) Duly Filled in "Terms & Conditions of the Two Part Tender"
- e) Deviation with reference to specification to be laid down on separate sheet. Cost of deviation is to be submitted along with the price bid essentially, in case vendor withdraws the deviation clauses the same will be considered for final evaluation.
- f) Copy of Price Bid (without Prices), i.e Replica of price bid without indicating price.
- g) The rating of the company quoting for this tender from a third party (independent agency) preferably by DUN & BRADSTREET should be submitted (DUN NUMBER). **Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years in absence of DNB / third agency report.**
- h) Supplier Registration Form: The Supplier Registration Form (SRF) duly filled will be assessed for Manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. The SRF is enclosed for your reference. This form may also be downloaded from www.bhelhwr.co.in or www.bhel.com

Note: Vendors who are already registered at BHEL, Haridwar in the PMD for this item are exempted for submitting the SRF.

Clause 1.2 : PART-II (PRICE BID)

The price Bid (with price) which has been submitted with Part 1, for the complete scope as specified.

The Part-II (Price Bid) will be opened at a later date of only those bidders whose Part-1 bid (Techno-Commercial Offer) is found suitable by BHEL/ End- Customer. **BHEL reserves the right to evaluate vendors process capability/quality systems etc by visiting vendor works (if required)**



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Clause 1.3 :

Please submit separate envelopes for each of following. Please also ensure that following shall be super-scribed on the each envelope.

1. PART-I

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. Document in support of "PRE-QUALIFICATION REQUIREMENT"
3. "TECHNO-COMMERCIAL BID"
3. "SUPPLIER REGISTRATION FORM"

Note: Vendors who are already registered at BHEL, Haridwar in the PMD for this item are exempted for submitting the SRF.

2. PART-II

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. "PRICE BID"

3. EMD & TENDER FEE

EMD AND TENDER FEE. : Details of Drafts attached (Amount, No, Bank, Branch, Issue date)

Clause 1.4 :

The Part-I & Part-II bids shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as :

"TENDER FOR (ITEM NAME) AGAINST TENDER NO. B/4066/2013/0932/V3 DUE ON 06.01.2014 CONTAINING PART-I & PART-II. Vendor's full name and address should be clearly mentioned on the envelope.

Clause 1.5 :

Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 1.6:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Thanking You,

Yours faithfully,

For & on behalf of BHEL, Hardwar.

(Yashpal Singh)

Sr. Engineer (PPX-BOI)

TERMS AND CONDITIONS OF TENDER ENQUIRY NO B/4066/3/0932V/3: IGNITION GAS CYLINDER HEATING SYSTEM: For Indigenous Vendors

Offer must be sent in two separate sealed envelopes containing Commercial offer in one envelope marked "COMMERCIAL BID" and prices in second envelope marked "PRICED-BID". Both the envelopes must be contained in the main envelope. Tender name and due date has necessarily to be marked on all the envelopes.

You are requested to kindly confirm the following commercial terms and condition. 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.	Evaluation Criteria	Evaluation is proposed to be done on Total Landed Cost to BHEL basis up to Mumbai Godown considering all items of enquiry together.	
2.	Project Name	Please note that item is required for Marib-1,2,3&4 export projects.	
3.	Validity	Confirm that your offer shall be valid till for 120 days from the date of tender opening. BHEL will reserve the right to reject any or all quotations, quoting validity less than 120 days.	
4.	Basis of Quotation	<p>Confirm that prices shall be quoted on Ex-works Basis inclusive of packing as per specifications.</p> <p>Please quote your freight charges from your works to our Mumbai Godown separately.</p> <p>BHEL reserves the right to reject offers, not quoting freight charges from their works to our Mumbai Godown.</p> <p>Please note that BHEL shall have option to place purchase order either on freight "prepaid" basis or on Freight "to be billed by BHEL transporter to BHEL" basis In case of freight prepaid freight as quoted by you shall be payable extra and transportation from your works to our Godown shall be to your account.</p>	
5.	Transit Insurance	The Transit Insurance will be arranged by BHEL. Please send your offer keeping this in view.	
6.	Packing	<p>Kindly confirm that you have gone through the enclosed Shipping & Packing Instructions for Marib Project (Annexure-B) and that the same shall be complied with at the time of dispatch/in the event of ordering. Deviations (if any should be specifically brought out at the time of submission of offer).</p> <p>Please submit a signed and stamped copy of this Annexure-B, confirming your acceptance to these instructions, along with your offer,</p>	
7.	Delivery	<p>Please note that required delivery is 5 months from the date of placement of purchase order. Offers quoting delivery beyond 5 months from placement of purchase orders will be evaluated after loading @0.5% per week or part thereof subject to a maximum 10% of the offered value of material.</p> <p>If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserve the right to reject your offer.</p>	
8.	Engineering Document Approval	<p>In case of order, you are required to submit Purchase order specific technical documents (i.e. drawings / data sheets / PID / Detailed Quality plan as called for in specification) within 30 days of placement of purchase order, to BHEL, for BHEL approval.</p> <p>BHEL will provide approval of the same within 30 days of receipt of documents. In case of delay on account of BHEL delivery shall be re-scheduled accordingly. Delay due to late submission shall be to your account.</p>	
9.	Bank Charges	Confirm that bank charges shall be either side. If the documents are submitted directly to BHEL, Haridwar, all bank charges shall be borne by vendor.	
10.	Reverse Auction (E-bidding)	<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. Detailed procedure and terms & conditions of Reverse auction are enclosed with enquiry as Annexure-D.</p>	
11.	Liquidated Damages / Penalty	<p>Liquidated Damages / Penalty for late delivery w.r.t contractual delivery shall be applicable at the rate of ½% (half percent) per week of part thereof subject to a maximum of 10% of the value of order value. Date of B/L (Bill of lading) shall be considered as actual delivery date of material.</p> <p>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 to which penalty is not agreed.</p>	

12	Payment Terms	<p><u>Material Portion:</u> 100% Payment would be made against presentation of dispatch documents and Performance Bank Guarantee (PBG) of 10% of the order value, through bank or direct to BHEL. 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. For name of BHEL consortium bank please visit www.bhelhwr.co.in</p> <p><u>Supervision of Erection & Commissioning:</u> 100% against submission of successful commissioning certificate from Project Site and invoice thru Bank / direct to BHEL.</p> <p><i>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.</i></p>	
13	MDCC 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 test certificates (TC) and inspection report (IR) of third party in two hard copies to us. BHEL will issue MDCC within 7 days of receipt TCs & IR in hard copy, if these are complete w.r.t. approved quality plan and comply with approved technical documents. In case of any delay on account of BHEL delivery shall be re-scheduled accordingly.</p>	
14	Quality Requirements	<p>Please furnish your quality plan in enclosed quality plan format for BHEL and Customer approval.</p> <p>Inspection shall be by BHEL approved third party inspection agency M/s TUV and customer as per customer approved quality plan to be submitted by you along with offer.</p> <p>Please confirm your acceptance to furnish "Factory Inspection Certificate" in enclosed format, along with detailed test certificates as per finally agreed quality plan, before dispatch of material.</p> <p>Please quote your prices inclusive of third party inspection by BHEL approved inspection agency M/s TUV. Scope of inspection for third party inspection agency shall be as under:</p> <ol style="list-style-type: none"> 1. Review of: <ol style="list-style-type: none"> i. All type tests 2. Witnessing of: <ol style="list-style-type: none"> i. All routine/acceptance tests including Sea-Worthy packing. <p>Please submit your quality plan along with offer considering above scope of supply and confirm for above scope of third party inspection agency.</p> <p>Third party inspection charges shall be to BHEL's account and BHEL shall pay directly to third party. Please quote accordingly.</p>	
15	Supervision of Erection & Commissioning	<p>Please note that your competent representative is required for Supervision of erection & commissioning of the equipment at our project site. Please confirm to quote your per unit charges for Supervision of Erection & Commissioning under following heads:</p> <ol style="list-style-type: none"> a. Supervision Charges per day including local conveyance, boarding & lodging charges (per day lumpsum). b. To & from travelling charges per visit including all expenditure (Lumpsum per visit). <p>Please note that for evaluation purpose charges for (1 set/unit) 30 days & 2 visits shall be considered, however, in case of PO payment will be made on actual no of days & visits. Payment of supervision shall be against submission of successful commissioning certificate, time sheet duly signed by BHEL site and your invoice thru Bank / direct to BHEL.</p>	
16	Guarantee	<p>Guarantee period will be as per specification GT 57002. Equipment shall be guaranteed for a period of 36 months from the date of supply or 18 months from the date of commissioning at site, whichever is earlier. Please confirm. Please note that in case of any deviation in the guarantee clause BHEL shall evaluate your offer after loading on account of deviation in guarantee clause as per BHEL practice / policy.</p> <p>In case of deviation in guarantee period, offer shall be evaluated with loading @4% per-annum (on pro-rata basis) of quoted material value, for the deviated guarantee period.</p> <p>If any defect, default or deficiency transpires therein, the bidder shall remedy or complete same within one week from being notified thereof, otherwise BHEL may carry out same at expense and responsibility of the bidder and may deduct the expense incurred in this respect from the deposit with him, without prejudice to the right of BHEL to compensation. Please confirm.</p> <p>Supplier shall be responsible for free replacement of defective equipment / material at our site without any additional cost to BHEL.</p>	
17	Arbitration	<p>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 administrative head of Bharat Heavy Electrical Ltd. at Haridwar. The award of the Arbitrator shall be final and binding on both the parties. The Arbitrator shall have the power to extend, from time to time, the time of making his award with the consent of all parties.</p>	

18	Risk Purchase	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. Please note that deviation in Risk purchase clause shall not acceptable.	
19	Ink Signed Acceptance	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.	
20	Deviations	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.	
21	Submission of Offer	All envelopes to be marked with whether "Priced Bid" (Part – 2) or "Un-Priced Bid Cum Techno-Commercial Bid" (Part – 1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	
22	Firm and Fixed Prices	Confirm that prices are firm and fixed till execution of contract. Please note that 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.	
23	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. Supplier should also be prepared for giving discount in case of Increase in quantity.	
24	Origin of quotation	Please note that BHEL will deal directly with manufacturer and no correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same. Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.	
25	O&M Manuals	O&M manuals & CD-ROMs are required as per specification GT57002. (20 Hard Copies+3 CD-ROMs) of O&M manuals shall be submitted for approval. All these manuals shall be prepared in such a way that purchase/owner can carry out these activities without presence of supplier.	
26	Road Permit	Road Permit, If required, shall be provided by BHEL before 7 days of schedule delivery. Intimation for requirement of Road Permits shall be given by supplier atleast 15 days advance of scheduled delivery. In case of delay on account of BHEL, delivery shall be re-scheduled accordingly. Please confirm.	
27	Duty Status	This is being an export order, excise duty and sales tax will be exempted for Marib project. BHEL will be providing relevant documents for Nil excise duty and CST. Vendor need to provide excise details of the company in format to be provided by BHEL, enabling BHEL to issue CT-1 & ARE-1 forms for dispatch of material on NIL excise duty before two weeks of dispatch of material. For nil sales tax BHEL will issue "H" form. Complete set of documents consisting of invoice, packing list shall be forwarded to BHEL for arranging "H" form. In case BHEL does not provide the above documents, ED & CST shall be payable extra as applicable. Please mention the taxes/duties separately in your invoice.	
28	General Terms	Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1). Please note that in unlikely event of delay in dispatches (for reasons attributed to either side) your invoices would be processed after suitable deduction as per PO clause. Any issue/ dispute regarding deduction of penalty for LD can be settled later on. This would help in earlier processing of invoice.	
29	BHEL Registration	Please note that you are not BHEL registered vendor. In case you are not registered with BHEL before opening of price bid of this tender then your offer will not be considered and your price bid will not be opened.	
30	Technical requirement	Please note as below regarding of clause 5.2.2 of BHEL specification GT57002. 1. Only, "The hazardous classification for electrical quipment shall be minimum Zone 2, T3, gas group IIA or IIB as per IP codes and IEC 79-12 or equivalent internationally recognized standard" as per abovementioned clause is required for the Marib project. 2. And, "The Complete system shall be approved by the internationally recognized competent authority" as per abovementioned clause is not required for the Marib project.	

Signature of supplier with seal

TERMS AND CONDITIONS OF TENDER ENQUIRY NO B/4066/3/0932V/3:IGNITION GAS CYLINDER HEATING SYSTEM: For Foreign Vendors

Offer must be sent in two separate sealed envelopes containing Commercial offer in one envelope marked "COMMERCIAL BID" and prices in second envelope marked "PRICED-BID". Both the envelopes must be contained in the main envelope. Tender name and due date has necessarily to be marked on all the envelopes.

You are requested to kindly confirm the following commercial terms and condition. 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.	Evaluation Criteria	Evaluation shall be done on total landed cost to BHEL up to Hodaidah Port (Yemen) considering all items & quantity of enquiry taken together.	
		Evaluation will be done based on exchange rate (TT Selling rate of SBI) as on scheduled date of tender opening (Part-1 bid opening date).	
2.	Project Name	Please note that item is required for Marib-1,2,3&4 export projects.	
3.	Validity	Confirm that your offer shall be valid till for 120 days from the date of tender opening. BHEL will reserve the right to reject any or all quotations, quoting validity less than 120 days.	
4.	Basis of Quotation	Confirm that Prices have been quoted on CFR / C&F Hodaidah Port (Yemen) basis. It should be noted that BHEL reserves the right to reject the offers in case the prices are not quoted on CFR basis.	
		Please Inform Name of your FOB port.	
5.	Transit Insurance	The Transit Insurance will be arranged by BHEL. Please send your offer keeping this in view.	
6.	Packing	Kindly confirm that you have gone through the enclosed Shipping & Packing Instructions for Marib Project (Annexure-B) and that the same shall be complied with at the time of dispatch/in the event of ordering. Deviations (if any should be specifically brought out at the time of submission of offer). Please submit a signed and stamped copy of this Annexure-B, confirming your acceptance to these instructions, along with your offer.	
7.	Delivery	Please note that required delivery is 5 months from the date of placement of purchase order. Offers quoting delivery beyond 5 months from placement of purchase orders will be evaluated after loading @0.5% per week or part thereof subject to a maximum 10% of the offered value of material.	
		If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserve the right to reject your offer.	
8.	Engineering Document Approval	In case of order, you are required to submit Purchase order specific technical documents (i.e. drawings / data sheets / PID / Detailed Quality plan as called for in specification) within 30 days of placement of purchase order, to BHEL, for BHEL approval. BHEL will provide approval of the same within 30 days of receipt of documents. In case of delay on account of BHEL delivery shall be re-scheduled accordingly. Delay due to late submission shall be to your account.	
9.	Reverse Auction (E-bidding)	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. Detailed procedure and terms & conditions of Reverse auction are enclosed with enquiry as Annexure-D .	
10	Liquidated Damages / Penalty	Liquidated Damages / Penalty for late delivery w.r.t contractual delivery shall be applicable at the rate of ½% (half percent) per week of part thereof subject to a maximum of 10% of the value of order value. Date of B/L (Bill of lading) shall be considered as actual delivery date of material.	
		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 to which penalty is not agreed.	
11	Payment Terms	<u>Material Portion:</u> 100% Payment would be made against presentation of dispatch documents and Performance Bank Guarantee (PBG) of 10% of the order value, through bank or direct to BHEL. 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. For name of BHEL consortium bank please visit www.bhelhwr.co.in	
		<u>Supervision of Erection & Commissioning:</u> 100% against submission of successful commissioning certificate from Project Site and invoice thru Bank / direct to BHEL.	
		<i>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.</i>	

		<p>Negotiable documents for payment through Bank are as under Please confirm your acceptance:</p> <ol style="list-style-type: none"> 1) 2 of 3 Original Bill of lading 2) Original certificate of origin endorsed by economic chamber of commerce of originating country. 3) Original Guarantee certificate. 4) Original invoice 5) Original packing list 6) Original inspection certificate and release note by BHEL's approved Inspection agency. 7) Copy of Material clearance certificate issued by BHEL 8) 1 of 3 Original Bill of lading along with other Non-negotiable documents to be sent by you to us immediately after shipment. 	
12	MDCC 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 test certificates (TC) and inspection report (IR) of third party in two hard copies to us. BHEL will issue MDCC within 7 days of receipt TCs & IR in hard copy, if these are complete w.r.t. approved quality plan and comply with approved technical documents. In case of any delay on account of BHEL delivery shall be re-scheduled accordingly.</p>	
13	Quality Requirements	<p>Please furnish your quality plan in enclosed quality plan format for BHEL and Customer approval.</p>	
		<p>Inspection shall be by BHEL approved third party inspection agencies (viz M/s Lloyds Register, M/s TUV or M/s BVIS) and customer as per customer approved quality plan to be submitted by you along with offer.</p>	
		<p>Please confirm your acceptance to furnish "Factory Inspection Certificate" in enclosed format, along with detailed test certificates as per finally agreed quality plan, before dispatch of material.</p>	
		<p>Please quote your prices inclusive of third party Inspection by any of BHEL approved third inspection agencies (viz M/s Lloyds Register, M/s TUV or M/s BVIS). Scope of inspection for third party inspection agency shall be as under:</p> <ol style="list-style-type: none"> 1. Review of: <ol style="list-style-type: none"> i. All type tests 2. Witnessing of: <ol style="list-style-type: none"> i. All routine/acceptance tests including Sea-Worthy packing. <p>Please submit your quality plan along with offer considering above scope of supply and confirm for above scope of third party inspection agency.</p>	
		<p>Inspection charges for third party inspection shall be to your account.</p> <p>Please confirm that your quotation for individual item includes inspection charges by any of BHEL approved inspection agencies viz M/s Lloyds Register, M/s TUV or M/s BVIS. In case nothing mentioned in offer regarding third party inspection charges, the same will deemed to be included in quoted prices.</p>	
14	Supervision of Erection & Commissioning	<p>Please note that your competent representative is required for Supervision of erection & commissioning of the equipment at our project site. Please confirm to quote your per unit charges for Supervision of Erection & Commissioning under following heads:</p>	
		<p>a. Supervision Charges per day including local conveyance, boarding & lodging charges (per day lumpsum).</p>	
		<p>b. To & from travelling charges per visit including all expenditure (Lumpsum per visit).</p>	
		<p>Please note that for evaluation purpose charges for (1 set/unit) 30 days & 2 visits shall be considered, however, in case of PO payment will be made on actual no of days & visits. Payment of supervision shall be against submission of successful commissioning certificate, time sheet duly signed by BHEL site and your invoice thru Bank / direct to BHEL.</p>	
15	Guarantee	<p>Guarantee period will be as per specification GT 57002. Equipment shall be guaranteed for a period of 36 months from the date of supply or 18 months from the date of commissioning at site, whichever is earlier. Please confirm. Please note that in case of any deviation in the guarantee clause BHEL shall evaluate your offer after loading on account of deviation in guarantee clause as per BHEL practice / policy.</p>	
		<p>In case of deviation in guarantee period, offer shall be evaluated with loading @4% per-annum (on pro-rata basis) of quoted material value, for the deviated guarantee period.</p>	
		<p>If any defect, default or deficiency transpires therein, the bidder shall remedy or complete same within one week from being notified thereof, otherwise BHEL may carry out same at expense and responsibility of the bidder and may deduct the expense incurred in this respect from the deposit with him, without prejudice to the right of BHEL to compensation. Please confirm.</p>	
		<p>Supplier shall be responsible for free replacement of defective equipment / material at our site without any additional cost to BHEL.</p>	

16	Arbitration	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). Please note that deviation in arbitration clause shall not acceptable.	
17	Risk Purchase	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. Please note that deviation in Risk purchase clause shall not acceptable.	
18	Ink Signed Acceptance	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.	
19	Deviations	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.	
20	Submission of Offer	All envelopes to be marked with whether "Priced Bid" (Part – 2) or "Un-Priced Bid Cum Techno-Commercial Bid" (Part – 1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	
21	Firm and Fixed Prices	Confirm that prices are firm and fixed till execution of contract. Please note that 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.	
22	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. Supplier should also be prepared for giving discount in case of Increase in quantity.	
23	Origin of quotation	Please note that BHEL will deal directly with manufacturer and no correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same. Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.	
24	O&M Manuals	O&M manuals & CD-ROMs are required as per specification GT57002. (20 Hard Copies+3 CD-ROMs) of O&M manuals shall be submitted for approval. All these manuals shall be prepared in such a way that purchase/owner can carry out these activities without presence of supplier.	
25	BHEL Registration	Please note that you are not BHEL registered vendor. In case you are not registered with BHEL before opening of price bid of this tender then your offer will not be considered and your price bid will not be opened.	
26	General Terms	Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1). Please note that in unlikely event of delay in dispatches (for reasons attributed to either side) your invoices would be processed after suitable deduction as per PO clause. Any issue/ dispute regarding deduction of penalty for LD can be settled later on. This would help in earlier processing of invoice.	
27	Technical requirement	Please note as below regarding of <u>clause 5.2.2 of BHEL specification GT57002</u> 1. Only, "The hazardous classification for electrical quipment shall be minimum Zone 2, T3, gas group IIA or IIB as per IP codes and IEC 79-12 or equivalent internationally recognized standard" as per abovementioned clause is required for the Marib project. 2. And, "The Complete system shall be approved by the internationally recognized competent authority" as per abovementioned clause is not required for the Marib project.	