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**For tender documents (commercial)**  
**Tender no B/4222/2014/4582V/1**

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**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP: HARDWAR-249 403 (UA)**  
Fax: 01334-226084/226462, Phone: 285849/284421  
E-mail: [ajain@bhelhwr.co.in](mailto:ajain@bhelhwr.co.in)

Ref: BOI/OT/VACUUM PUMP/14-15

Date: 03/02/2015

**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 from BHEL	Opening date
1.	B/4222/2014/4582V/1	Condenser Air Evacuation Package (Vacuum Pump)	04 Nos as per detail at pg-2	24/02/2015	25/02/2015

2. Tenders will be received up to 13:45 Hrs. (IST) on opening date and opened on the same day at 1400 Hrs. (IST) in /the Tender Room. Offers received after 13:45 as on tender opening date, would be treated as late offer and would not be considered in any circumstances.
3. Interested vendors must submit their offer along with the following Tender Fee & Earnest Money Deposit (EMD).

**Tender Fee: Rs. 2000/- (Rs. Two Thousand or equivalent foreign currency)**  
**EMD: Rs 2,00,000 /- (Rs. Two Lac or equivalent foreign currency)**

The EMD should be submitted in the form of demand draft / Pay Order/ cash (as permissible under income tax act).  
**In case of foreign bidders, E- payment is also acceptable. The RTGS details may be obtained from BHEL.**

Tender Fee should be submitted in the form of Pay Order or Demand Draft only.

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

**All Central/State – PSUs/ Government Departments are exempted from submission of EMD.**

**MSE suppliers are exempted from submission of EMD and Tender Fee.**

4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other term and conditions will be as per tender documents.
6. Procurement would be made from Customer Approved Vendors only.
7. The offer of the vendors who are banned/ De-Listed/ Under Hold by BHEL, shall not be considered till the period of their Ban/ De-list/ Hold.

For any further details please log on to [www.bhel.com](http://www.bhel.com) or [www.tenders.gov.in](http://www.tenders.gov.in) or [www.bhelhwr.co.in](http://www.bhelhwr.co.in)

(Anil Jain)  
AGM. (PPX-BOI)



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BHEL Enquiry No. : B/4222/2014/4582V/1

Date of issue : 03/02/2015  
Due Date/ opening date: 25/02/2015

M/s.....

Sub: Tender Enquiry No. B/4222/2014/4582V/1

Dear Sir,

BHEL is 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	Total Requirement/ Project	Item Description	Delivery Required	EMD (Earnest Money Deposit)
1.	<b>Material Code : W90716150026</b>	04 Nos . (I.B Valley Project )	Condenser Air Evacuation Package (Vacuum Pump) Spec: HE57016 Drawing: 31611770003 rev 04.	<b>LOT-1 (02 Nos.): 11/07/2016</b> <b>LOT-2 (02 Nos.): 11/11/2016</b>	Rs.2,00,000/- (Rupees Two Lac only or equivalent foreign currency)

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 1.45 PM.

**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. Suppliers are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements. Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.

In case of any confusion / un-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer.

No deviation & request, regarding un-clarity / contradictory conditions / ambiguity, of specifications would be entertained after opening of techno-commercial offers.

Part-1 bid 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.

**All Central/State – PSUs/ Government Departments are exempted from submission of EMD.**

**MSE suppliers are exempted from submission of EMD and Tender Fee.**

MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where



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deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer.

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

**(Anil Jain)**  
**AGM. (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, EMD & Tender Fee and Part II 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.
- Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas/ Hotels shall not be considered, hence such vendors need not apply.

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 / stockiest not registered specifically etc. are agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

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.

The suppliers or their authorized person may be allowed to attend the tender opening, 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 (PQR) and documents in support of PQR **(as defined in Annexure-A)**
- b) Complete Technical offer with relevant drawings/ documents /QP etc. (as per specifications and as **Per Special Instructions mentioned in Annexure-B**).
- c) Catalogue of the Equipment (If applicable)
- d) Duly Filled in "Terms & Conditions of the Two Part Tender" **(as per Annexure-C)**.
- 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) Replica of Price Bid/ Price sheet (without Prices).
- g) The rating of the company quoting for this tender from a third party (independent agency) preferably by DUN & BRADSTREET should be submitted (D&B 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 D&B / 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](http://www.bhelhwr.co.in) or [www.bhel.com](http://www.bhel.com)

**Note:**



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- Suppliers who are already registered at BHEL, Haridwar in the PMD for this item are exempted for submitting the Supplier registration form and rating documents as specified at g&h above.

**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.

a) Foreign Suppliers: Dispatching Port & Country of dispatch is to be mentioned clearly. The Prices are to be quoted on both FOB & CFR Mumbai basis. The offer of the bidder not quoting CFR (Mumbai) Charges will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port, against the enquiry/freight rate available with BHEL.

b) Indigenous suppliers: The Prices are to be quoted on Ex-Works with freight pre-paid up to destination basis. The goods can be dispatched through any Bank approved Transporter having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are hosted on our website [www.bhelhwr.co.in](http://www.bhelhwr.co.in) . The offer of the bidder not quoting on Freight Pre-paid upto destination basis will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL.

c) Transit Insurance shall be taken care of by BHEL.

d) Applicable Sales Tax, Excise Duty, Service Tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation, else it will be concluded that the offer is inclusive of all taxes & duties.

e) The price comparison will be on the basis of total cost involved for delivery up to final project site. Import Offers shall be loaded for applicable custom duties for the project & freight element/ other charges involved for delivery up to Project Site as per BHEL's transport contract.

f) The Part-II (Price Bid) along with supplementary price bid (if called for by BHEL) 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)**

**Clause 1.3 :**

All envelopes shall be sealed separately and following shall be super-scribed on the envelopes:

1. PART-I (a): Documents as required in pre-Qualification Requirement (**as defined in Annexure-A**) shall be **submitted in this part.**

Superscription on envelop:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. "PRE-QUALIFICATION REQUIREMENT"

2. PART-I (b) :

The following shall be submitted in this part:

- Complete Technical offer with relevant drawings/ documents /QP (As defined in Annexure B)
- Catalogue (if required)
- Deviation sheet (if there is any deviation with respect to our specification)
- Replica of price bid/ Price sheet (without mentioning the actual prices)
- Terms and conditions of two part tender (foreign or indigenous, whichever applicable)

Superscription on envelop:

1. TENDER NO. AND ITEM DESCRIPTION.



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2. DUE DATE OF OPENING.
3. "TECHNO-COMMERCIAL BID"

1. PART-I (c): EMD and Tender Fee shall be submitted in this part

Superscription on envelop:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. "EMD & TENDER FEE"

2. PART-I (d): "SUPPLIER REGISTRATION FORM" with relevant supporting document including "D & B" report / balance sheet etc. manufacturing details, quality procedures, testing and certification followed etc. shall be submitted in this part.

Superscription on envelop:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
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.

4. PART-II: price bid & cost of deviation (if any) shall be submitted in this part

Superscription on envelop:

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

**Clause 1.4:**

The Part-I (from 1 (a) to 1 (d)) & 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. ----- DUE ON -----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 may be ignored and may not be opened.

**Clause No. 1.6: As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not 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.

**(Anil Jain)**  
**AGM. (PPX-BOI)**



**PRE-QUALIFICATION REQUIREMENT**

SI No	Pre-Qualification Requirements	Vendors Confirmation Indicating page no. where documents are placed
1	<p>a The Bidder should have Designed, Engineered, Manufactured, Tested as per HEI-performance standard for Condenser Air Evacuation package (Liquid ring Vacuum Pump package) and supplied at least two (2) nos of Condenser Air Evacuation package having holding capacity of 30 SCFM (at 1”Hg-abs) or above capacity, for two different Thermal Power Plants with units having capacity of 500 MW or above. Condenser Air Evacuation package should be in successful operation for a period not less than two (2) years, as on date of submission of bid.</p> <p>b Vendor to submit following documents in support of above confirmation:</p> <p>1. Copies of Un-price purchase orders (PO).</p> <p>2. Test certificates for following tests, duly co-relating PO No. / Serial no of Package: a. Test Certificate for dynamic balancing of Impeller. b. Test certificate for performance test of complete package for capacity &amp; power Vs Suction pressure The vendors who has already supplied the Condenser Air Evacuation Package to BHEL, need not to submit this certificates.</p> <p>3. Certificate issued by third party inspection agency or acceptance by customer /end user. The vendors who has already supplied the Condenser Air Evacuation Package to BHEL, need not to submit this certificates.</p> <p>4. Copies of end user certificate, indicating the date of commissioning of the plant and successful operation of Condenser Air evacuation System (LRVP) mentioning Sl. No of package. The vendors who has already supplied the Condenser Air Evacuation Package to BHEL, need not to submit this certificates.</p>	
2	Bidder should have capability and in –house facility to conduct type test (Humid Air and Cavitation Test) at their works, for demonstration of guaranteed parameters.	
3	Bidder should have facility / tie-up for providing after sales service in India. Vendor to furnish name of the agency along with the agreement.	
4	All Indian Vendors to confirm pre inspection by BHEL nominated inspection agency and all foreign vendors to confirm inspection by any of BHEL’s approved third party inspection agency viz. LRS/ TUV/ BVQI) as per Finally approved QAP by BHEL / end customer	



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5	Duly filled in "Supplier Registration Form (SRF)" shall be submitted along with the offer. The process capability/ quality system of the vendor would be evaluated on the basis of SRF and visit of vendor works (if required). Vendors already registered at BHEL Hardwar for supply of Condenser Air Evacuation Package, in the PMD (Product Manufacturing Directory) for this item are exempted from submission of SRF	
6	Procurement would be made from customer approved vendors only. Please confirm acceptance	
7	Please note If the Design Parameters, Guaranteed Figures, Equipment Features etc., are not clearly brought out in the bid or not supported by the information required as per specification, or have not been considered in bidder's offer, in accordance with specification requirements of reliability, availability, operability and maintainability of the equipment, then BHEL has right to reject the bid (s).	

**Note:** BHEL would open the price bid of only those vendors, who fulfill our pre-qualification requirements and are successfully registered at BHEL Hardwar in the Product material Directory (PMD) of this item (within validity of the offer) and are duly approved by the end user (if required).



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Annexure-B

**SPECIAL INSTRUCTIONS**

**A) GENERAL REQUIREMENTS**

1. The item is required for 2 X 660 MW IB Valley (Banharpalli) Project.
2. Procurement would be made from Customer approved Vendors only.
3. The evaluation would be done on the basis of total landed cost for the complete requirement for (i.e. combined material & supervision).
4. Applicable Specification/ Documents are enclosed for your reference. In case of non-receipt of these documents, you may feel free to contact the undersigned. A list of the enclosed Specification/documents is also enclosed for reference.
5. Procurement would be made from customer approved vendors only. For taking up approval with the end customer, vendor's credentials including documentary evidence showing similar or higher capacity components has been supplied by the vendor , reference list, etc....., are required along with the offer.
6. The offers of the vendors not submitting EMD & Tender Fee as per Enquiry Conditions will not be considered by BHEL.
7. Duly Filled in "Terms and Conditions of the Two Part Tender" are to be necessarily filled and submitted along with the offer.

***Kindly ensure the timely submission of your offer (by 1345 Hrs IST on the due date) and note that Late Offers shall not be entertained under any circumstances.***

**(For & on behalf of BHEL-HEEP- Haridwar)**

(Anil Jain)  
AGM. (PPX-BOI)

**TERMS AND CONDITIONS FOR TWO PART TENDER  
(INDIGENOUS VENDORS)  
(CONDENSER AIR EVACUATION PACKAGE FOR NEYVELI PROJECT)**

Offer must be sent in two separate sealed envelopes containing Techno-commercial offer in one envelope marked “**TECHNO-COMMERCIAL BID**” and prices in second envelope marked “**PRICED-BID**”. Both the envelope must be contained in the main envelope. Enquiry No., Name of Vendor and due date to be marked on all the envelopes. Please fill this Annexure & 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.	<b>Evaluation criteria</b>	The evaluation would be done on the basis of total landed cost to BHEL, for the complete requirement of tender enquiry. For the purpose of evaluation, all the times & services would be taken together.	
		The present Custom Duty and Excise Duty Structure for IB Valley Project is as mentioned below:  Excise Duty: applicable on Merit Custom Duty: Applicable on Project import  Pls. note that the comparison of offers would be done as per the applicable CD/ED structure on the date of opening of Price Bid.	
		Please note that for evaluation of offers of overseas bidders, 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).	
2.	<b>Prices of Spares</b>	Please quote <b>unit prices</b> of following spares in your offer: a) Impeller & shaft assembly (Complete) for 30 scfm vacuum Pump – 1 Set. b) Bearing of Vacuum Pump ((For Vacuum Pump of 30 Scfm)- 1 Set c) Coupling complete (For Vacuum Pump of 30 Scfm)- 1 Set d) Mechanical seal for vacuum pump 30 scfm (1 Set- 2 Nos) e) Main Motor for Vacuum Pump (30 Scfm) – 1 NO f) Complete Solenoid Valve Assembly For Seal Water Make-Up -1 Set g) Complete Solenoid Valve Assembly For Air Control System (Process Inlet) – 1 h) Level Gauge for Vacuum pump Separator tank – 1 Set i) Pressure Gauge (Service Water) for vacuum Pump – 1 Set. j) Temperature Gauge for vacuum Pump k) Instrument air pressure regulator complete set with pressure gauge – 1 Set l) Temperature Switch for Vacuum Pump – 1 Set m) Level Switch for vacuum Pump – 1 Set	
		Spare part list is yet to be finalized with our customer; however should be finalized before opening of price-bid. The prices of required spares would be considered for evaluation. Name of spares (out of above list) and quantity required, will be informed before price-bid opening. The prices of required spares would be considered for evaluation. Offer of the vendor/s, not quoting for above spares is/are likely to be rejected.	

3.	<b>Customer Approval</b>	<p>Kindly note that the procurement would be made from customer approved vendors only.</p> <p>For taking up approval with the end customer, vendor's credentials including documentary evidence showing similar or higher capacity components has been supplied by the vendor , reference list, etc....., are required along with the offer</p>	
4.	<b>Documents</b>	<p>Kindly confirm that the following documents have been submitted along with your offer:</p> <ol style="list-style-type: none"> <li>1. Requisite EMD &amp; Tender Fee.</li> <li>2. Complete Technical offer with relevant drawings/ documents /QP etc. (as Per Special Instructions mentioned in Annexure-B).</li> <li>3. Documents in support of Pre-Qualification Requirement (as defined in Annexure-A)</li> <li>4. Endorsed BHEL Quality Plan.</li> <li>5. Supplier Registration Form (for vendor's not registered at BHEL, Haridwar for this item)</li> <li>6. Any other document as specified in "Instructions to Bidders".</li> </ol>	
5.	<b>Validity</b>	<p>Confirm that the validity of the offer shall be 120 days from the due date of opening of Techno-Commercial offers.</p> <p>It should also be noted that offers quoting the validity less than 120 days from EOD (Enquiry Opening Date), may not be considered by BHEL.</p>	
6.	<b>Basis of quotation</b>	<p>Confirm that prices have been quoted on Ex-Works with freight Pre-paid up to destination basis. Freight Charges should be quoted separately.</p> <p>The goods can be dispatched through any Bank approved transporters having their branch at Haridwar/destination. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a> .</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 borne by BHEL.</p> <p>Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.</p> <p>Applicable Sales Tax should be indicated separately and clearly in the quotation, else it will be concluded that the offer is inclusive of these Taxes &amp; Duties. Please note that, for the projects where works of vendor and Projects are situated in same state, VAT shall be applicable. This will also be considered for evaluation.</p> <p>The price comparison will be on the basis of total cost involved for delivery up to Site. Offers shall be loaded (if required) for applicable duties/taxes and other charges involved for delivery up to Site as per BHEL practice/ statutory rates.</p>	
7.	<b>Delivery</b>	<p>Please note that material is required as per the deliveries mentioned in lot date of enquiry. Please quote your deliveries accordingly in no. of weeks from the date of PO considering below mentioned clause of document approval and time required by BHEL for issue of Material dispatch clearance (MDCC).</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.	
8.	<b>Supervision of Commissioning.</b>	<p>Please note that vendor's competent representative is required for Supervision of erection &amp; commissioning of the equipment at our project site.</p> <p>Please confirm to quote your charges for Supervision of Erection &amp; Commissioning under following heads:</p> <ul style="list-style-type: none"> <li>• Supervision Charges per day including local conveyance, boarding &amp; lodging charges (Lump Sum per day charges).</li> <li>• To &amp; from travelling charges per visit up to site (Lump Sum).</li> </ul> <p>Please note that for evaluation purpose charges for 4 days, per condenser air evacuation package at site and 1 visit for 1 project unit shall be considered (i.e. total 16 days and 2 visit for complete quantity), however, in case of PO, payment will be made on actual no of days &amp; visits verified by project site authorities.</p>	
		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.	
		Please note that BHEL will deduct tax from your bill of supervision at the time of payment of supervision and furnish Tax Deduction at Source (TDS) Certificate. The rate of tax will be 10 % if you have PAN (permanent Account no) no. in India else rate of tax will be 20%.	
		Please inform whether TDS is included in the quoted prices of supervision or else	
		Please inform your PAN No if available.	
		Please inform whether service tax is included in the quoted prices of supervision or extra.	
9.	<b>Engineering Document/ Document approval</b>	Drawings/Data sheets/documents as called for in the specifications (if any) shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.	
10.	<b>Liquidated Damages / Penalty</b>	Penalty for Late Delivery would be applicable @ 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the <b>total order value</b> .	
		Pls. note that BHEL reserves the right to load your offer to the extent to which penalty is not agreed.	
		Please note that for the purpose of calculation of Penalty for Late Delivery (LD), one week time from the date of issue of MDCC would be considered for making arrangement for dispatch. Date of GR would be treated as the date of delivery for LD/Penalty purposes.	
11.	<b>Bank Guarantee</b>	Kindly confirm your acceptance to submit PBG (performance bank guarantee) for 10% of the order value. PBG would be submitted before negotiation of the documents through bank. The PBG acceptance / receipt certificate will be a part of the negotiable documents. The PBG will be in BHEL format and from one of the BHEL consortium banks (list	

		<p>&amp; format are attached).</p> <p>PBG receipt &amp; acceptance letter issued by BHEL would be a part of negotiation documents.</p>	
		Please specifically confirm that PBG would be issued / confirmed by Indian Branch of any of BHEL's consortium bank.	
		Please note that, no deviation in submission of Bank Guarantee is acceptable. The offers of the vendors not agreeing to submit PBG is likely to be rejected by BHEL and no further communication in this regards will be entertained.	
12.	<b>Payment Terms</b>	<p>Pl. Confirm the following Payment Terms:</p> <p><b>Material Portion:</b> "100% against dispatch documents &amp; PBG Acceptance letter from BHEL, thru bank/direct submission to BHEL"</p> <p><b>Supervision Portion:</b> Payment of Supervision would be made for actual no of days worked at site against submission of successful commissioning certificate, time sheet from BHEL site and Invoice.</p> <p>Please confirm acceptance.</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.</p> <p>In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account. Please confirm.</p> <p>For Indigenous Vendors (i.e. within India), no payment would be done thru LC. The offer of the vendor's insisting payment thru LC may be rejected by BHEL.</p>	
13.	<b>Quality Requirements</b>	<p>Please confirm acceptance to the attached QAP No. "QP/QA/BI/QP/006".</p> <p>Inspection shall be by BHEL Nominated inspection agency and customer (if foreseen by customer), as per finally approved QAP from customer. Please confirm your acceptance.</p> <p>Inspection charges would be to BHEL's account, however, co-ordination with third party inspection shall be to your account.</p> <p>For the purpose of evaluation, Loading of Inspection Charges would be done as per BHEL's existing rate contract with the TPI agency as on the date of price bid opening (AS per present contract TPI rates are @ 0.165% of the material value + Service Tax). Please confirm your acceptance.</p>	
14.	<b>MDCC clause</b>	<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 of third party (IR) in two hard copies to us. BHEL will issue MDCC within 7 days of receipt TCs &amp; IR in hard copy, if complete clear 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>	

15.	<b>Guarantee</b>	Guarantee shall be 36 months from the date of dispatch or 24 months from the date of commissioning whichever is <b>Later</b> . Guarantee certificate is to be provided along with shipping documents. Please confirm.	
		Please note that offers quoting guarantee less than 24 months, shall not be considered.	
		In case of deviation is guaranteed period, offer shall be evaluated with loading @4% per-annum (on pro-rata basis) of quoted material value, for the deviated guarantee period.	
		In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required. Please confirm.	
		Supplier shall be responsible for free replacement of defective equipment / material at our site without any additional cost to BHEL.	
16.	<b>Reverse Auction</b>	<p>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. <b>Kindly give your acceptance for participation in RA.</b></p> <p>Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>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.</p>	
17.	<b>Arbitration :</b>	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.	
18.	<b>Risk Purchase:</b>	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.	
19.	<b>General terms</b>	Confirm that all test certificates shall be submitted in 2 hard copies and 3 CD ROMs immediately completion of supply of one lot.	
		Right of Acceptance – BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. <b>BHEL also reserves the right to increase or decrease the tendered quantities.</b> 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.	
		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.	
		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	
		Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).	
		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.  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.	
		Ink signed order acceptance shall be furnished within 15 days of order placement. One copy duly signed and accepted to be returned as order acceptance. In case no communication is received within 15 days of placement of purchase order, the said order would be deemed to have been accepted.	
		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.	
		Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.	
		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.	
	<b>20. Technical conditions</b>	<b>Design data shall be as under:</b> a. Cooling water design inlet temperature: 33 Deg. C. b. Condenser Design Back Pressure: 0.1040 ATA (76.5 mm Hg) Water quality: Normal Water. Please submit your technical offer considering above design Data. In case of any contradiction, requirement of Annexure No 31611770003 REV 04 should be treated as final.	
		Please confirm that motor shall be energy efficient, efficiency class-EFF1, confirming to IS:12615 or higher efficiency (IE2) as per IEC:60034-30	
		Motor of M/s Beijing B. J. electric Motor Co. is not acceptable to BHEL. Please confirm your acceptance.	
		Only Shell & tube type heat exchanger are acceptable.	

21.	<b>Type Test requirement.</b>	Please submit your type test report for both type test (i.e. Cavitation & Humid air test), for the type test conducted within five years of the date of bid opening.	
		Type test report is to be approved by our end customer. In case customer do not approved type test report of the earlier conducted type test, bidders are required to conduct new type test as per approved type test procedure from end customer. Please confirm.	
		Please quote your type test charges (Separately for both the type tests i.e. Cavitation & Humid air test). The quoted type test charged should be considered for evaluation, however would not be considered for ordering at this stage.	
22.	<b>Packing Instruction / Details</b>	Please submit your packing details as under: 1. Net weight of each type of Box 2. Gross Weight of each type of Box 3. Dimension (L X W X H) for each type of Box. 4. No of Boxes of each type.	
		Please confirm that spare items would be packed separately and "Mandatory Spares vacuum Pump-HWR" would be mentioned on each side of Box in bold letters.	
		Packing list to Be approved by BHEL before shipment for proper correlation of loose items vis a vis technical specifications. All spares items are to be shown in packing list separately and tagged properly in the box. Please confirm.	
23.	<b>Operation &amp; Maintenance Manual</b>	O&M manuals are required in 20 nos Hard copies and 3 CD ROMS. You are required to put 2 nos of O&M manuals (hard copy) in the packing box and description of same should be appear on the shipping / packing list. 18 Nos of O&M manuals & 3 CD ROMS should be send to AGM (PPX-BOI) at BHEL—HEEP Haridwar, immediately after dispatch. Please confirm.	
24.	<b>Special Condition</b>	To resolve the vacuum pump related issue, vendor to visit site two times in two year after expiry of Guarantee period, without any charges to BHEL. Each visit shall be of two days. Please confirm.	
		BHEL will inform receipt of material at site. After receipt of material, supplier's representative has to visit at site to verify completeness of the equipment w.r.t. detailed packing list, within a week time from the date of intimation from BHEL. After verification of Material, MOM with BHEL's site would be provided to BHEL- Haridwar. This visit would be without any cost to BHEL.	
25.	<b>E-1 Form.</b>	This is a case of E-1 transaction. In case of PO, BHEL will issue "C" form after supply. Supplier is required to submit "E-1" form against the "C" form. Please confirm acceptance.	

(Signature of the Vendor with Seal)

**TERMS AND CONDITIONS FOR TWO PART TENDER  
(FOR OVERSEAS VENDORS)  
(CONDENSER AIR EVACUATION PACKAGE FOR NEYVELI PROJECT)**

Offer must be sent in two separate sealed envelopes containing Techno-commercial offer in one envelope marked “**TECHNO-COMMERCIAL BID**” and prices in second envelope marked “**PRICED-BID**”. Both the envelope must be contained in the main envelope. Enquiry No., Name of Vendor and due date to be marked on all the envelopes. Please fill this Annexure & 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.	<b>Evaluation criteria</b>	<p>The evaluation would be done on the basis of total landed cost to BHEL, for the complete requirement of tender enquiry. For the purpose of evaluation, all the times &amp; services would be taken together.</p> <p>The present Custom Duty and Excise Duty Structure for IB Valley Project is as mentioned below:</p> <p>Excise Duty: applicable on Merit Custom Duty: Applicable on Project import</p> <p>Pls. note that the comparison of offers would be done as per the applicable CD/ED structure on the date of opening of Price Bid.</p> <p>Please note that for evaluation of offers of overseas bidders, 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>	
2.	<b>Prices of Spares</b>	<p>Please quote <b>unit prices</b> of following spares in your offer:</p> <ol style="list-style-type: none"> <li>a) Impeller &amp; shaft assembly (Complete) for 30 scfm vacuum Pump – 1 Set.</li> <li>b) Bearing of Vacuum Pump ((For Vacuum Pump of 30 Scfm)- 1 Set</li> <li>c) Coupling complete (For Vacuum Pump of 30 Scfm)- 1 Set</li> <li>d) Mechanical seal for vacuum pump 30 scfm (1 Set- 2 Nos)</li> <li>e) Main Motor for Vacuum Pump (30 Scfm) – 1 NO</li> <li>f) Complete Solenoid Valve Assembly For Seal Water Make-Up -1 Set</li> <li>g) Complete Solenoid Valve Assembly For Air Control System (Process Inlet) – 1</li> <li>h) Level Gauge for Vacuum pump Separator tank – 1 Set</li> <li>i) Pressure Gauge (Service Water) for vacuum Pump – 1 Set.</li> <li>j) Temperature Gauge for vacuum Pump</li> <li>k) Instrument air pressure regulator complete set with pressure gauge – 1 Set</li> <li>l) Temperature Switch for Vacuum Pump – 1 Set</li> <li>m) Level Switch for vacuum Pump – 1 Set</li> </ol> <p>Spare part list is yet to be finalized with our customer; however should be finalized before opening of price-bid. The prices of required spares would be considered for evaluation. Name of spares (out of above list) and quantity required, will be informed before price-bid opening. The prices of required spares would be considered for evaluation. Offer of the vendor/s, not quoting for above spares is/are likely to be rejected.</p>	

3.	<b>Customer Approval</b>	<p>Kindly note that the procurement would be made from customer approved vendors only.</p> <p>For taking up approval with the end customer, vendor's credentials including documentary evidence showing similar or higher capacity components has been supplied by the vendor , reference list, etc....., are required along with the offer</p>	
4.	<b>Documents</b>	<p>Kindly confirm that the following documents have been submitted along with your offer:</p> <ol style="list-style-type: none"> <li>1. Requisite EMD &amp; Tender Fee.</li> <li>2. Complete Technical offer with relevant drawings/ documents /QP etc. (as Per Special Instructions mentioned in Annexure-B).</li> <li>3. Documents in support of Pre-Qualification Requirement (as defined in Annexure-A)</li> <li>4. Endorsed BHEL Quality Plan.</li> <li>5. Supplier Registration Form (for vendor's not registered at BHEL, Haridwar for this item)</li> <li>6. Any other document as specified in "Instructions to Bidders".</li> </ol>	
5.	<b>Validity</b>	<p>Confirm that the validity of the offer shall be 120 days from the due date of opening of Techno-Commercial offers.</p>	
		<p>It should also be noted that offers quoting the validity less than 120 days from EOD (Enquiry Opening Date), may not be considered by BHEL.</p>	
6.	<b>Basis of quotation</b>	<p>Confirm that prices shall be quoted on FOB (Name of port) as well as CFR Mumbai (Indian) port basis inclusive of packing charges. Please mention sea freight charges separately to calculate FOB prices and CFR prices separately.</p>	
		<p>Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.</p>	
		<p>Please inform Name of FOB Port.</p>	
		<p>The price comparison will be on the basis of total cost involved for delivery up to Site. Offers shall be loaded (if required) for applicable duties/taxes and other charges involved for delivery up to Site as per BHEL practice/ statutory rates.</p>	
7.	<b>Delivery</b>	<p>Please note that material is required as per the deliveries mentioned in lot date of enquiry. Please quote your deliveries accordingly in no. of weeks from the date of PO considering below mentioned clause of document approval and time required by BHEL for issue of Material dispatch clearance (MDCC).</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.	<b>Supervision of Commissioning.</b>	<p>Please note that vendor's competent representative is required for Supervision of erection &amp; commissioning of the equipment at our project site. Please confirm to quote your charges for Supervision of Erection &amp; Commissioning under following heads:</p> <ul style="list-style-type: none"> <li>• Supervision Charges per day including local conveyance, boarding &amp; lodging charges (Lump Sum per day charges).</li> <li>• To &amp; from travelling charges per visit (Lump Sum).</li> </ul>	

		<p>Please note that for evaluation purpose charges for 4 days, per condenser air evacuation package at site and 1 visit for 1 project unit shall be considered (i.e. total 16 days and 2 visit for complete quantity), however, in case of PO, payment will be made on actual no of days &amp; visits verified by project site authorities.</p>	
		<p>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>	
		<p>Please note that BHEL will deduct tax from your bill of supervision at the time of payment of supervision and furnish Tax Deduction at Source (TDS) Certificate. The rate of tax will be 10 % if you have PAN (permanent Account no) no. in India else rate of tax will be 20%.</p>	
		<p>Please inform whether TDS is included in the quoted prices of supervision or else</p>	
		<p>Please inform your PAN No if available.</p>	
		<p>Please inform whether service tax is included in the quoted prices of supervision or extra.</p>	
9.	<b>Engineering Document/ Document approval</b>	<p>Drawings/Data sheets/documents as called for in the specifications (if any) shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.</p>	
10.	<b>Liquidated Damages / Penalty</b>	<p>Penalty for late delivery shall be applicable @ 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. Please confirm</p>	
		<p>Date of B/L shall be considered as actual delivery. Please confirm.</p>	
		<p>In case of FOB contract, BHEL will inform you the name of BHEL,s nominated freight forwarder along with LC, and, you are required inform BHEL's freight forwarder 15 days in advance of planned / scheduled delivery for booking of Vessel. In case of any delay on account of BHEL's freight forwarder in arranging vessel within these 15 days of your information, delivery shall be re-scheduled extended by the no of days taken by BHEL freight forwarder, in excess to 15 days. For such amendment you are required to furnish documentary evidence that you have contacted our freight forwarder and their response, if any. Please note that in case of CFR contract BHEL shall not responsible for any delay due to arrangement of shipment from FOB Port.</p>	
11.	<b>Bank Guarantee</b>	<p>Kindly confirm your acceptance to submit PBG (performance bank guarantee) for 10% of the order value. PBG would be submitted before negotiation of the documents through bank. The PBG acceptance / receipt certificate will be a part of the negotiable documents. The PBG will be in BHEL format and from one of the BHEL consortium banks (list &amp; format are attached). PBG receipt &amp; acceptance letter issued by BHEL would be a part of negotiation documents.</p>	
		<p>Please specifically confirm that PBG would be issued / confirmed by Indian Branch of any of BHEL's consortium bank.</p>	
		<p>Please note that, no deviation in submission of Bank Guarantee is acceptable. The offers of the vendors not agreeing to submit PBG is likely to be rejected by BHEL and no further communication in this regards will be entertained.</p>	

12.	<b>Payment Terms</b>	<p>Pl. Confirm the following Payment Terms:</p> <p><b>Material Portion:</b> “100% against dispatch documents &amp; PBG Acceptance letter from BHEL, thru bank/direct submission to BHEL”</p> <p><b>Supervision Portion:</b> Payment of Supervision would be made for actual no of days worked at site against submission of successful commissioning certificate, time sheet from BHEL site and Invoice.</p> <p>Please confirm acceptance.</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.	
		In case of payment through bank, all bank charges shall be on either side i.e. your bank’s charges shall be to your account and our bank’s charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account. Please confirm.	
13.	<b>Quality Requirements</b>	Please confirm acceptance to the attached QAP No. “QP/QA/BI/QP/006”.	
		Inspection shall be by any of BHEL approved third party inspection agency Viz. M/s Lloyds Register, M/s BVIS or M/s TUV and customer (if foreseen by customer), as per finally approved QAP from customer. Please confirm your acceptance.	
		<p>"Inspection charges &amp; co-ordination for third party inspection shall be to your account. 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 BVIS or M/s TUV.</p> <p>In case nothing is mentioned regarding third party inspection charges, it will be presumed that these are included in quoted prices. Please confirm."</p> <p>Scope of third party inspection would be as per attached QAP no QP/QA/BI/QP/006” attached.</p>	
14.	<b>MDCC clause</b>	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 of third party (IR) in two hard copies to us. BHEL will issue MDCC within 7 days of receipt TCs & IR in hard copy, if complete clear 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	
15.	<b>Guarantee</b>	Guarantee shall be 36 months from the date of dispatch or 24 months from the date of commissioning whichever is <b>Later</b> . Guarantee certificate is to be provided along with shipping documents. Please confirm.	
		Please note that offers quoting guarantee less than 24 months, shall not be considered.	
		In case of deviation is guaranteed period, offer shall be evaluated with loading @4% per-annum (on pro-rata basis) of quoted material value, for the deviated guarantee period.	
		In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required. Please confirm.	

		Supplier shall be responsible for free replacement of defective equipment / material at our site without any additional cost to BHEL.	
16.	<b>Reverse Auction</b>	<p>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. <b>Kindly give your acceptance for participation in RA.</b></p> <p>Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>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.</p>	
17.	<b>Arbitration :</b>	<p>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).</p>	
18.	<b>Risk Purchase:</b>	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.	
19.	<b>General terms</b>	<p>Confirm that all test certificates shall be submitted in 2 hard copies and 3 CD ROMs immediately completion of supply of one lot.</p> <p>Right of Acceptance – BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. <b>BHEL also reserves the right to Increase or decrease the tendered quantities.</b> 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.</p> <p>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>	

		<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>Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).</p>	
		<p>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.</p> <p>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.</p> <p>Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.</p>	
		<p>Ink signed order acceptance shall be furnished within 15 days of order placement. One copy duly signed and accepted to be returned as order acceptance. In case no communication is received within 15 days of placement of purchase order, the said order would be deemed to have been accepted.</p>	
		<p>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.</p>	
		<p>Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.</p>	
		<p>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.</p>	
20.	<b>Technical conditions</b>	<p><b>Design data shall be as under:</b></p> <p>a. Cooling water design inlet temperature: 33 Deg. C.</p> <p>b. Condenser Design Back Pressure: 0.1040 ATA (76.5 mm Hg)</p> <p>Water quality: Normal Water.</p> <p>Please submit your technical offer considering above design Data. In case of any contradiction, requirement of Annexure No 31611770003 REV 04 should be treated as final.</p>	
		<p>Please confirm that motor shall be energy efficient, efficiency class-EFF1, confirming to IS:12615 or higher efficiency (IE2) as per IEC:60034-30</p>	
		<p>Motor of M/s Beijing B. J. electric Motor Co. is not acceptable to BHEL. Please confirm your acceptance.</p>	
		<p>Only Shell &amp; tube type heat exchanger are acceptable.</p>	
21.	<b>Type Test requirement.</b>	<p>Please submit your type test report for both type test (i.e. Cavitation &amp; Humid air test), for the type test conducted within five years of the date of bid opening.</p>	

		Type test report is to be approved by our end customer. In case customer do not approved type test report of the earlier conducted type test, bidders are required to conduct new type test as per approved type test procedure from end customer. Please confirm.	
		Please quote your type test charges (Separately for both the type tests i.e. Cavitation & Humid air test). The quoted type test charged should be considered for evaluation, however would not be considered for ordering at this stage.	
<b>22.</b>	<b>Packing Instruction / Details</b>	Please note that for evaluation BHEL shall load inland freight from Mumbai port to projects sites, as per BHELs transport contact. For the purpose of calculation of inland freight, please inform following for each project through a separate annexure of offer: 1. Net weight of each type of Box 2. Gross Weight of each type of Box 3. Dimension (L X W X H) for each type of Box. 4. No of Boxes of each type.	
		Please confirm that spare items would be packed separately and "Mandatory Spares vacuum Pump-HWR" would be mentioned on each side of Box in bold letters.	
<b>23.</b>	<b>Operation &amp; Maintenance Manual</b>	O&M manuals are required in 20 nos Hard copies and 3 CD ROMS. You are required to put 2 nos of O&M manuals (hard copy) in the packing box and description of same should be appear on the shipping / packing list. 18 Nos of O&M manuals & 3 CD ROMS should be send to AGM (PPX-BOI) at BHEL—HEEP Haridwar, immediately after dispatch. Please confirm.	
<b>24.</b>	<b>Special Condition</b>	To resolve the vacuum pump related issue, vendor to visit site two times in two year after expiry of Guarantee period, without any charges to BHEL. Each visit shall be of two days. Please confirm.	
		BHEL will inform receipt of material at site. After receipt of material, supplier's representative has to visit at site to verify completeness of the equipment w.r.t. detailed packing list, within a week time from the date of intimation from BHEL. After verification of Material, MOM with BHEL's site would be provided to BHEL- Haridwar. This visit would be without any cost to BHEL.	

(Signature of the Vendor with Seal)

**TERMS AND CONDITIONS FOR TWO PART TENDER  
(INDIGENOUS VENDORS)  
(CONDENSER AIR EVACUATION PACKAGE FOR NEYVELI PROJECT)**

Offer must be sent in two separate sealed envelopes containing Techno-commercial offer in one envelope marked “**TECHNO-COMMERCIAL BID**” and prices in second envelope marked “**PRICED-BID**”. Both the envelope must be contained in the main envelope. Enquiry No., Name of Vendor and due date to be marked on all the envelopes. Please fill this Annexure & 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.	<b>Evaluation criteria</b>	The evaluation would be done on the basis of total landed cost to BHEL, for the complete requirement of tender enquiry. For the purpose of evaluation, all the times & services would be taken together.	
		The present Custom Duty and Excise Duty Structure for IB Valley Project is as mentioned below:  Excise Duty: applicable on Merit Custom Duty: Applicable on Project import  Pls. note that the comparison of offers would be done as per the applicable CD/ED structure on the date of opening of Price Bid.	
		Please note that for evaluation of offers of overseas bidders, 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).	
2.	<b>Prices of Spares</b>	Please quote <b>unit prices</b> of following spares in your offer: a) Impeller & shaft assembly (Complete) for 30 scfm vacuum Pump – 1 Set. b) Bearing of Vacuum Pump ((For Vacuum Pump of 30 Scfm)- 1 Set c) Coupling complete (For Vacuum Pump of 30 Scfm)- 1 Set d) Mechanical seal for vacuum pump 30 scfm (1 Set- 2 Nos) e) Main Motor for Vacuum Pump (30 Scfm) – 1 NO f) Complete Solenoid Valve Assembly For Seal Water Make-Up -1 Set g) Complete Solenoid Valve Assembly For Air Control System (Process Inlet) – 1 h) Level Gauge for Vacuum pump Separator tank – 1 Set i) Pressure Gauge (Service Water) for vacuum Pump – 1 Set. j) Temperature Gauge for vacuum Pump k) Instrument air pressure regulator complete set with pressure gauge – 1 Set l) Temperature Switch for Vacuum Pump – 1 Set m) Level Switch for vacuum Pump – 1 Set	
		Spare part list is yet to be finalized with our customer; however should be finalized before opening of price-bid. The prices of required spares would be considered for evaluation. Name of spares (out of above list) and quantity required, will be informed before price-bid opening. The prices of required spares would be considered for evaluation. Offer of the vendor/s, not quoting for above spares is/are likely to be rejected.	

3.	<b>Customer Approval</b>	<p>Kindly note that the procurement would be made from customer approved vendors only.</p> <p>For taking up approval with the end customer, vendor's credentials including documentary evidence showing similar or higher capacity components has been supplied by the vendor , reference list, etc....., are required along with the offer</p>	
4.	<b>Documents</b>	<p>Kindly confirm that the following documents have been submitted along with your offer:</p> <ol style="list-style-type: none"> <li>1. Requisite EMD &amp; Tender Fee.</li> <li>2. Complete Technical offer with relevant drawings/ documents /QP etc. (as Per Special Instructions mentioned in Annexure-B).</li> <li>3. Documents in support of Pre-Qualification Requirement (as defined in Annexure-A)</li> <li>4. Endorsed BHEL Quality Plan.</li> <li>5. Supplier Registration Form (for vendor's not registered at BHEL, Haridwar for this item)</li> <li>6. Any other document as specified in "Instructions to Bidders".</li> </ol>	
5.	<b>Validity</b>	<p>Confirm that the validity of the offer shall be 120 days from the due date of opening of Techno-Commercial offers.</p> <p>It should also be noted that offers quoting the validity less than 120 days from EOD (Enquiry Opening Date), may not be considered by BHEL.</p>	
6.	<b>Basis of quotation</b>	<p>Confirm that prices have been quoted on Ex-Works with freight Pre-paid up to destination basis. Freight Charges should be quoted separately.</p> <p>The goods can be dispatched through any Bank approved transporters having their branch at Haridwar/destination. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a> .</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 borne by BHEL.</p> <p>Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.</p> <p>Applicable Sales Tax should be indicated separately and clearly in the quotation, else it will be concluded that the offer is inclusive of these Taxes &amp; Duties. Please note that, for the projects where works of vendor and Projects are situated in same state, VAT shall be applicable. This will also be considered for evaluation.</p> <p>The price comparison will be on the basis of total cost involved for delivery up to Site. Offers shall be loaded (if required) for applicable duties/taxes and other charges involved for delivery up to Site as per BHEL practice/ statutory rates.</p>	
7.	<b>Delivery</b>	<p>Please note that material is required as per the deliveries mentioned in lot date of enquiry. Please quote your deliveries accordingly in no. of weeks from the date of PO considering below mentioned clause of document approval and time required by BHEL for issue of Material dispatch clearance (MDCC).</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.	
8.	<b>Supervision of Commissioning.</b>	<p>Please note that vendor's competent representative is required for Supervision of erection &amp; commissioning of the equipment at our project site.</p> <p>Please confirm to quote your charges for Supervision of Erection &amp; Commissioning under following heads:</p> <ul style="list-style-type: none"> <li>• Supervision Charges per day including local conveyance, boarding &amp; lodging charges (Lump Sum per day charges).</li> <li>• To &amp; from travelling charges per visit up to site (Lump Sum).</li> </ul> <p>Please note that for evaluation purpose charges for 4 days, per condenser air evacuation package at site and 1 visit for 1 project unit shall be considered (i.e. total 16 days and 2 visit for complete quantity), however, in case of PO, payment will be made on actual no of days &amp; visits verified by project site authorities.</p>	
		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.	
		Please note that BHEL will deduct tax from your bill of supervision at the time of payment of supervision and furnish Tax Deduction at Source (TDS) Certificate. The rate of tax will be 10 % if you have PAN (permanent Account no) no. in India else rate of tax will be 20%.	
		Please inform whether TDS is included in the quoted prices of supervision or else	
		Please inform your PAN No if available.	
		Please inform whether service tax is included in the quoted prices of supervision or extra.	
9.	<b>Engineering Document/ Document approval</b>	Drawings/Data sheets/documents as called for in the specifications (if any) shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.	
10.	<b>Liquidated Damages / Penalty</b>	Penalty for Late Delivery would be applicable @ 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the <b>total order value</b> .	
		Pls. note that BHEL reserves the right to load your offer to the extent to which penalty is not agreed.	
		Please note that for the purpose of calculation of Penalty for Late Delivery (LD), one week time from the date of issue of MDCC would be considered for making arrangement for dispatch. Date of GR would be treated as the date of delivery for LD/Penalty purposes.	
11.	<b>Bank Guarantee</b>	Kindly confirm your acceptance to submit PBG (performance bank guarantee) for 10% of the order value. PBG would be submitted before negotiation of the documents through bank. The PBG acceptance / receipt certificate will be a part of the negotiable documents. The PBG will be in BHEL format and from one of the BHEL consortium banks (list	

		<p>&amp; format are attached).</p> <p>PBG receipt &amp; acceptance letter issued by BHEL would be a part of negotiation documents.</p>	
		Please specifically confirm that PBG would be issued / confirmed by Indian Branch of any of BHEL's consortium bank.	
		Please note that, no deviation in submission of Bank Guarantee is acceptable. The offers of the vendors not agreeing to submit PBG is likely to be rejected by BHEL and no further communication in this regards will be entertained.	
12.	<b>Payment Terms</b>	<p>Pl. Confirm the following Payment Terms:</p> <p><b>Material Portion:</b> "100% against dispatch documents &amp; PBG Acceptance letter from BHEL, thru bank/direct submission to BHEL"</p> <p><b>Supervision Portion:</b> Payment of Supervision would be made for actual no of days worked at site against submission of successful commissioning certificate, time sheet from BHEL site and Invoice.</p> <p>Please confirm acceptance.</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.</p> <p>In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account. Please confirm.</p> <p>For Indigenous Vendors (i.e. within India), no payment would be done thru LC. The offer of the vendor's insisting payment thru LC may be rejected by BHEL.</p>	
13.	<b>Quality Requirements</b>	<p>Please confirm acceptance to the attached QAP No. "QP/QA/BI/QP/006".</p> <p>Inspection shall be by BHEL Nominated inspection agency and customer (if foreseen by customer), as per finally approved QAP from customer. Please confirm your acceptance.</p> <p>Inspection charges would be to BHEL's account, however, co-ordination with third party inspection shall be to your account.</p> <p>For the purpose of evaluation, Loading of Inspection Charges would be done as per BHEL's existing rate contract with the TPI agency as on the date of price bid opening (AS per present contract TPI rates are @ 0.165% of the material value + Service Tax). Please confirm your acceptance.</p>	
14.	<b>MDCC clause</b>	<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 of third party (IR) in two hard copies to us. BHEL will issue MDCC within 7 days of receipt TCs &amp; IR in hard copy, if complete clear 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>	

15.	<b>Guarantee</b>	Guarantee shall be 36 months from the date of dispatch or 24 months from the date of commissioning whichever is <b>Later</b> . Guarantee certificate is to be provided along with shipping documents. Please confirm.	
		Please note that offers quoting guarantee less than 24 months, shall not be considered.	
		In case of deviation is guaranteed period, offer shall be evaluated with loading @4% per-annum (on pro-rata basis) of quoted material value, for the deviated guarantee period.	
		In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required. Please confirm.	
		Supplier shall be responsible for free replacement of defective equipment / material at our site without any additional cost to BHEL.	
16.	<b>Reverse Auction</b>	<p>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. <b>Kindly give your acceptance for participation in RA.</b></p> <p>Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>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.</p>	
17.	<b>Arbitration :</b>	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.	
18.	<b>Risk Purchase:</b>	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.	
19.	<b>General terms</b>	Confirm that all test certificates shall be submitted in 2 hard copies and 3 CD ROMs immediately completion of supply of one lot.	
		Right of Acceptance – BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. <b>BHEL also reserves the right to increase or decrease the tendered quantities.</b> 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.	
		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.	
		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	
		Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).	
		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.  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.	
		Ink signed order acceptance shall be furnished within 15 days of order placement. One copy duly signed and accepted to be returned as order acceptance. In case no communication is received within 15 days of placement of purchase order, the said order would be deemed to have been accepted.	
		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.	
		Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.	
		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.	
	<b>20. Technical conditions</b>	<b>Design data shall be as under:</b> a. Cooling water design inlet temperature: 33 Deg. C. b. Condenser Design Back Pressure: 0.1040 ATA (76.5 mm Hg) Water quality: Normal Water. Please submit your technical offer considering above design Data. In case of any contradiction, requirement of Annexure No 31611770003 REV 04 should be treated as final.	
		Please confirm that motor shall be energy efficient, efficiency class-EFF1, confirming to IS:12615 or higher efficiency (IE2) as per IEC:60034-30	
		Motor of M/s Beijing B. J. electric Motor Co. is not acceptable to BHEL. Please confirm your acceptance.	
		Only Shell & tube type heat exchanger are acceptable.	

21.	<b>Type Test requirement.</b>	Please submit your type test report for both type test (i.e. Cavitation & Humid air test), for the type test conducted within five years of the date of bid opening.	
		Type test report is to be approved by our end customer. In case customer do not approved type test report of the earlier conducted type test, bidders are required to conduct new type test as per approved type test procedure from end customer. Please confirm.	
		Please quote your type test charges (Separately for both the type tests i.e. Cavitation & Humid air test). The quoted type test charged should be considered for evaluation, however would not be considered for ordering at this stage.	
22.	<b>Packing Instruction / Details</b>	Please submit your packing details as under: 1. Net weight of each type of Box 2. Gross Weight of each type of Box 3. Dimension (L X W X H) for each type of Box. 4. No of Boxes of each type.	
		Please confirm that spare items would be packed separately and "Mandatory Spares vacuum Pump-HWR" would be mentioned on each side of Box in bold letters.	
		Packing list to Be approved by BHEL before shipment for proper correlation of loose items vis a vis technical specifications. All spares items are to be shown in packing list separately and tagged properly in the box. Please confirm.	
23.	<b>Operation &amp; Maintenance Manual</b>	O&M manuals are required in 20 nos Hard copies and 3 CD ROMS. You are required to put 2 nos of O&M manuals (hard copy) in the packing box and description of same should be appear on the shipping / packing list. 18 Nos of O&M manuals & 3 CD ROMS should be send to AGM (PPX-BOI) at BHEL—HEEP Haridwar, immediately after dispatch. Please confirm.	
24.	<b>Special Condition</b>	To resolve the vacuum pump related issue, vendor to visit site two times in two year after expiry of Guarantee period, without any charges to BHEL. Each visit shall be of two days. Please confirm.	
		BHEL will inform receipt of material at site. After receipt of material, supplier's representative has to visit at site to verify completeness of the equipment w.r.t. detailed packing list, within a week time from the date of intimation from BHEL. After verification of Material, MOM with BHEL's site would be provided to BHEL- Haridwar. This visit would be without any cost to BHEL.	
25.	<b>E-1 Form.</b>	This is a case of E-1 transaction. In case of PO, BHEL will issue "C" form after supply. Supplier is required to submit "E-1" form against the "C" form. Please confirm acceptance.	

(Signature of the Vendor with Seal)

**TERMS AND CONDITIONS FOR TWO PART TENDER  
(FOR OVERSEAS VENDORS)  
(CONDENSER AIR EVACUATION PACKAGE FOR NEYVELI PROJECT)**

Offer must be sent in two separate sealed envelopes containing Techno-commercial offer in one envelope marked “**TECHNO-COMMERCIAL BID**” and prices in second envelope marked “**PRICED-BID**”. Both the envelope must be contained in the main envelope. Enquiry No., Name of Vendor and due date to be marked on all the envelopes. Please fill this Annexure & 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.	<b>Evaluation criteria</b>	<p>The evaluation would be done on the basis of total landed cost to BHEL, for the complete requirement of tender enquiry. For the purpose of evaluation, all the times &amp; services would be taken together.</p> <p>The present Custom Duty and Excise Duty Structure for IB Valley Project is as mentioned below:</p> <p>Excise Duty: applicable on Merit Custom Duty: Applicable on Project import</p> <p>Pls. note that the comparison of offers would be done as per the applicable CD/ED structure on the date of opening of Price Bid.</p> <p>Please note that for evaluation of offers of overseas bidders, 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>	
2.	<b>Prices of Spares</b>	<p>Please quote <b>unit prices</b> of following spares in your offer:</p> <ol style="list-style-type: none"> <li>a) Impeller &amp; shaft assembly (Complete) for 30 scfm vacuum Pump – 1 Set.</li> <li>b) Bearing of Vacuum Pump ((For Vacuum Pump of 30 Scfm)- 1 Set</li> <li>c) Coupling complete (For Vacuum Pump of 30 Scfm)- 1 Set</li> <li>d) Mechanical seal for vacuum pump 30 scfm (1 Set- 2 Nos)</li> <li>e) Main Motor for Vacuum Pump (30 Scfm) – 1 NO</li> <li>f) Complete Solenoid Valve Assembly For Seal Water Make-Up -1 Set</li> <li>g) Complete Solenoid Valve Assembly For Air Control System (Process Inlet) – 1</li> <li>h) Level Gauge for Vacuum pump Separator tank – 1 Set</li> <li>i) Pressure Gauge (Service Water) for vacuum Pump – 1 Set.</li> <li>j) Temperature Gauge for vacuum Pump</li> <li>k) Instrument air pressure regulator complete set with pressure gauge – 1 Set</li> <li>l) Temperature Switch for Vacuum Pump – 1 Set</li> <li>m) Level Switch for vacuum Pump – 1 Set</li> </ol> <p>Spare part list is yet to be finalized with our customer; however should be finalized before opening of price-bid. The prices of required spares would be considered for evaluation. Name of spares (out of above list) and quantity required, will be informed before price-bid opening. The prices of required spares would be considered for evaluation. Offer of the vendor/s, not quoting for above spares is/are likely to be rejected.</p>	

3.	<b>Customer Approval</b>	<p>Kindly note that the procurement would be made from customer approved vendors only.</p> <p>For taking up approval with the end customer, vendor's credentials including documentary evidence showing similar or higher capacity components has been supplied by the vendor , reference list, etc....., are required along with the offer</p>	
4.	<b>Documents</b>	<p>Kindly confirm that the following documents have been submitted along with your offer:</p> <ol style="list-style-type: none"> <li>1. Requisite EMD &amp; Tender Fee.</li> <li>2. Complete Technical offer with relevant drawings/ documents /QP etc. (as Per Special Instructions mentioned in Annexure-B).</li> <li>3. Documents in support of Pre-Qualification Requirement (as defined in Annexure-A)</li> <li>4. Endorsed BHEL Quality Plan.</li> <li>5. Supplier Registration Form (for vendor's not registered at BHEL, Haridwar for this item)</li> <li>6. Any other document as specified in "Instructions to Bidders".</li> </ol>	
5.	<b>Validity</b>	<p>Confirm that the validity of the offer shall be 120 days from the due date of opening of Techno-Commercial offers.</p>	
		<p>It should also be noted that offers quoting the validity less than 120 days from EOD (Enquiry Opening Date), may not be considered by BHEL.</p>	
6.	<b>Basis of quotation</b>	<p>Confirm that prices shall be quoted on FOB (Name of port) as well as CFR Mumbai (Indian) port basis inclusive of packing charges. Please mention sea freight charges separately to calculate FOB prices and CFR prices separately.</p>	
		<p>Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.</p>	
		<p>Please inform Name of FOB Port.</p>	
		<p>The price comparison will be on the basis of total cost involved for delivery up to Site. Offers shall be loaded (if required) for applicable duties/taxes and other charges involved for delivery up to Site as per BHEL practice/ statutory rates.</p>	
7.	<b>Delivery</b>	<p>Please note that material is required as per the deliveries mentioned in lot date of enquiry. Please quote your deliveries accordingly in no. of weeks from the date of PO considering below mentioned clause of document approval and time required by BHEL for issue of Material dispatch clearance (MDCC).</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.	<b>Supervision of Commissioning.</b>	<p>Please note that vendor's competent representative is required for Supervision of erection &amp; commissioning of the equipment at our project site. Please confirm to quote your charges for Supervision of Erection &amp; Commissioning under following heads:</p> <ul style="list-style-type: none"> <li>• Supervision Charges per day including local conveyance, boarding &amp; lodging charges (Lump Sum per day charges).</li> <li>• To &amp; from travelling charges per visit (Lump Sum).</li> </ul>	

		<p>Please note that for evaluation purpose charges for 4 days, per condenser air evacuation package at site and 1 visit for 1 project unit shall be considered (i.e. total 16 days and 2 visit for complete quantity), however, in case of PO, payment will be made on actual no of days &amp; visits verified by project site authorities.</p>	
		<p>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>	
		<p>Please note that BHEL will deduct tax from your bill of supervision at the time of payment of supervision and furnish Tax Deduction at Source (TDS) Certificate. The rate of tax will be 10 % if you have PAN (permanent Account no) no. in India else rate of tax will be 20%.</p>	
		<p>Please inform whether TDS is included in the quoted prices of supervision or else</p>	
		<p>Please inform your PAN No if available.</p>	
		<p>Please inform whether service tax is included in the quoted prices of supervision or extra.</p>	
9.	<b>Engineering Document/ Document approval</b>	<p>Drawings/Data sheets/documents as called for in the specifications (if any) shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.</p>	
10.	<b>Liquidated Damages / Penalty</b>	<p>Penalty for late delivery shall be applicable @ 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. Please confirm</p>	
		<p>Date of B/L shall be considered as actual delivery. Please confirm.</p>	
		<p>In case of FOB contract, BHEL will inform you the name of BHEL,s nominated freight forwarder along with LC, and, you are required inform BHEL's freight forwarder 15 days in advance of planned / scheduled delivery for booking of Vessel. In case of any delay on account of BHEL's freight forwarder in arranging vessel within these 15 days of your information, delivery shall be re-scheduled extended by the no of days taken by BHEL freight forwarder, in excess to 15 days. For such amendment you are required to furnish documentary evidence that you have contacted our freight forwarder and their response, if any. Please note that in case of CFR contract BHEL shall not responsible for any delay due to arrangement of shipment from FOB Port.</p>	
11.	<b>Bank Guarantee</b>	<p>Kindly confirm your acceptance to submit PBG (performance bank guarantee) for 10% of the order value. PBG would be submitted before negotiation of the documents through bank. The PBG acceptance / receipt certificate will be a part of the negotiable documents. The PBG will be in BHEL format and from one of the BHEL consortium banks (list &amp; format are attached). PBG receipt &amp; acceptance letter issued by BHEL would be a part of negotiation documents.</p>	
		<p>Please specifically confirm that PBG would be issued / confirmed by Indian Branch of any of BHEL's consortium bank.</p>	
		<p>Please note that, no deviation in submission of Bank Guarantee is acceptable. The offers of the vendors not agreeing to submit PBG is likely to be rejected by BHEL and no further communication in this regards will be entertained.</p>	

12.	<b>Payment Terms</b>	<p>Pl. Confirm the following Payment Terms:</p> <p><b>Material Portion:</b> “100% against dispatch documents &amp; PBG Acceptance letter from BHEL, thru bank/direct submission to BHEL”</p> <p><b>Supervision Portion:</b> Payment of Supervision would be made for actual no of days worked at site against submission of successful commissioning certificate, time sheet from BHEL site and Invoice.</p> <p>Please confirm acceptance.</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.	
		In case of payment through bank, all bank charges shall be on either side i.e. your bank’s charges shall be to your account and our bank’s charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account. Please confirm.	
13.	<b>Quality Requirements</b>	Please confirm acceptance to the attached QAP No. “QP/QA/BI/QP/006”.	
		Inspection shall be by any of BHEL approved third party inspection agency Viz. M/s Lloyds Register, M/s BVIS or M/s TUV and customer (if foreseen by customer), as per finally approved QAP from customer. Please confirm your acceptance.	
		<p>"Inspection charges &amp; co-ordination for third party inspection shall be to your account. 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 BVIS or M/s TUV.</p> <p>In case nothing is mentioned regarding third party inspection charges, it will be presumed that these are included in quoted prices. Please confirm."</p> <p>Scope of third party inspection would be as per attached QAP no QP/QA/BI/QP/006” attached.</p>	
14.	<b>MDCC clause</b>	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 of third party (IR) in two hard copies to us. BHEL will issue MDCC within 7 days of receipt TCs & IR in hard copy, if complete clear 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	
15.	<b>Guarantee</b>	Guarantee shall be 36 months from the date of dispatch or 24 months from the date of commissioning whichever is <b>Later</b> . Guarantee certificate is to be provided along with shipping documents. Please confirm.	
		Please note that offers quoting guarantee less than 24 months, shall not be considered.	
		In case of deviation is guaranteed period, offer shall be evaluated with loading @4% per-annum (on pro-rata basis) of quoted material value, for the deviated guarantee period.	
		In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required. Please confirm.	

		Supplier shall be responsible for free replacement of defective equipment / material at our site without any additional cost to BHEL.	
16.	<b>Reverse Auction</b>	<p>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. <b>Kindly give your acceptance for participation in RA.</b></p> <p>Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>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.</p>	
17.	<b>Arbitration :</b>	<p>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).</p>	
18.	<b>Risk Purchase:</b>	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.	
19.	<b>General terms</b>	<p>Confirm that all test certificates shall be submitted in 2 hard copies and 3 CD ROMs immediately completion of supply of one lot.</p> <p>Right of Acceptance – BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. <b>BHEL also reserves the right to Increase or decrease the tendered quantities.</b> 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.</p> <p>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>	

		<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>Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).</p>	
		<p>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.</p> <p>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.</p> <p>Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.</p>	
		<p>Ink signed order acceptance shall be furnished within 15 days of order placement. One copy duly signed and accepted to be returned as order acceptance. In case no communication is received within 15 days of placement of purchase order, the said order would be deemed to have been accepted.</p>	
		<p>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.</p>	
		<p>Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.</p>	
		<p>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.</p>	
20.	<b>Technical conditions</b>	<p><b>Design data shall be as under:</b></p> <p>a. Cooling water design inlet temperature: 33 Deg. C.</p> <p>b. Condenser Design Back Pressure: 0.1040 ATA (76.5 mm Hg)</p> <p>Water quality: Normal Water.</p> <p>Please submit your technical offer considering above design Data. In case of any contradiction, requirement of Annexure No 31611770003 REV 04 should be treated as final.</p>	
		<p>Please confirm that motor shall be energy efficient, efficiency class-EFF1, confirming to IS:12615 or higher efficiency (IE2) as per IEC:60034-30</p>	
		<p>Motor of M/s Beijing B. J. electric Motor Co. is not acceptable to BHEL. Please confirm your acceptance.</p>	
		<p>Only Shell &amp; tube type heat exchanger are acceptable.</p>	
21.	<b>Type Test requirement.</b>	<p>Please submit your type test report for both type test (i.e. Cavitation &amp; Humid air test), for the type test conducted within five years of the date of bid opening.</p>	

		Type test report is to be approved by our end customer. In case customer do not approved type test report of the earlier conducted type test, bidders are required to conduct new type test as per approved type test procedure from end customer. Please confirm.	
		Please quote your type test charges (Separately for both the type tests i.e. Cavitation & Humid air test). The quoted type test charged should be considered for evaluation, however would not be considered for ordering at this stage.	
<b>22.</b>	<b>Packing Instruction / Details</b>	Please note that for evaluation BHEL shall load inland freight from Mumbai port to projects sites, as per BHELs transport contact. For the purpose of calculation of inland freight, please inform following for each project through a separate annexure of offer: 1. Net weight of each type of Box 2. Gross Weight of each type of Box 3. Dimension (L X W X H) for each type of Box. 4. No of Boxes of each type.	
		Please confirm that spare items would be packed separately and "Mandatory Spares vacuum Pump-HWR" would be mentioned on each side of Box in bold letters.	
<b>23.</b>	<b>Operation &amp; Maintenance Manual</b>	O&M manuals are required in 20 nos Hard copies and 3 CD ROMS. You are required to put 2 nos of O&M manuals (hard copy) in the packing box and description of same should be appear on the shipping / packing list. 18 Nos of O&M manuals & 3 CD ROMS should be send to AGM (PPX-BOI) at BHEL—HEEP Haridwar, immediately after dispatch. Please confirm.	
<b>24.</b>	<b>Special Condition</b>	To resolve the vacuum pump related issue, vendor to visit site two times in two year after expiry of Guarantee period, without any charges to BHEL. Each visit shall be of two days. Please confirm.	
		BHEL will inform receipt of material at site. After receipt of material, supplier's representative has to visit at site to verify completeness of the equipment w.r.t. detailed packing list, within a week time from the date of intimation from BHEL. After verification of Material, MOM with BHEL's site would be provided to BHEL- Haridwar. This visit would be without any cost to BHEL.	

(Signature of the Vendor with Seal)