BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (UK)
Fax: 0091 01334-226462, Phone: 0091 01334-284486, 281147
E-mail: kroy@bhelhwr.co.in

No. Cap/OT/14 **Date: 21.11.2014**

Subject: Open tender as detailed below:

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.

2. Last date for obtaining tender documents and opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.

3. After down loading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must remit tender fee of Rs. 2,000.00 (*applicable for indigenous vendors*) or $ 50.00 / € 40.00 (*applicable for foreign vendors*) against each tender in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders only). **Tender Fee in the form of Cheque / Bank Guarantee is not acceptable.**

4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

5. Other terms and conditions will be as per tender documents.

Sl. No.	Tender No.	Description of Equipment	Qty. (No.)	Last date to get from BHEL	Opening date
1.	C/6530/14/1031/T/2	Portable Videoscope as per enclosed specifications	01	28.12.2014	29.12.2014

- Specification No. - QC-T/RKS/14/003 is enclosed.
- Operation & Maintenance Manual required.
- Recommended Spare required.
- Erection & Commissioning required at site.
- Commissioning Charge: 5% of equipment cost.
- E&C Period: 15 days from the date of first call to vendor by BHEL.
- Calibration Certificate is required.
- Guarantee / Warranty Certificate is required.
- PDI is not required.
- MODVAT Applicable.

Kaushik Roy
Sr. Manager (Capital Purchase)

BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 01334-284486, 281147

Enquiry No.: C/6530/14/1031/T/2

Date of issue : 21.11.2014
Due Date : 29.12.2014

M/s……..

Sub: Tender Enquiry No. C/6530/14/1031/T/2

We are pleased to invite your offer in **TWO PARTS (PART-I & PART-II)** strictly as per enclosed terms and conditions and "Instruction to Bidders", in sealed covers for the under mentioned equipment / systems.

Sl. No.	Description of Equipment	Qty. (Nos.)	Delivery Required	EMD (Earnest Money Deposit)
1.	Portable Videoscope as per enclosed specifications	01	20.03.2015	NIL

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

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

PLEASE SUBMIT DRAFT FOR TENDER FEE (drawn in favor of BHEL Hardwar) IN PART- I BID. This Part–I bid shall be opened by BHEL 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.

As per government guidelines, MSE vendors are exempted from submission of EMD and Tender Fee. To claim exemption from EMD & Tender Fee submission the MSE vendors must submit valid MSE certificate as mentioned in clause 1 (a) (1) in the "Instruction to Bidders".

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

For & ON BEHALF OF BHEL, HARDWAR

Sr. Manager (Capital Purchase)

Instruction to Bidders

Clause 1.0 – Tender submission

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening :

a) Part-I (Envelope I) : 1. Tender Fee

or

Valid certificate towards exemption of tender fee, applicable for Micro and small Enterprises, as mentioned below.

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 where 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 stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

2. Pre Qualifying Requirement (PQR)

3. Techno-Commercial Bid.

4. Supplier Registration Form (SRF) duly filled-in along with supporting documents. SRF to be submitted by only those vendors who are having temporary code (T- code) at BHEL Haridwar. (SRF documents to be placed separately in part-I and not to be mixed with Techno-Commercial Bid).

b) Part-II (Envelope II) : Price Bid.

Any corrections / amendments shall be properly & fully authenticated with signature

Procurement directly from the manufacturers / suppliers shall be preferred. However, if OEM / Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both, the manufacturer / supplier and the agent, bid received from the agent shall be ignored.

The bidders (original 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 the tender. However, in case of e-tender ink signed offer is not required. **Unsigned bids shall be ignored.**

The suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

Clause 1.1

The Techno-commercial offer, PQR and SRF in envelope - I (Part-I) shall comprise of following :

i) Point wise reply to all the points mentioned in Pre- Qualifying Requirement specified in the tender.
ii) Relevant documents as requested in Pre-Qualifying Requirement must be attached.
iii) Complete Technical offer.
iv) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
v) Acceptance of commercial terms by vendor as per **Annexure I**.
vi) 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,
vii) Copy of price Bid (without prices).
viii) The rating of the company quoting for this tender from a third party (independent agency) preferably by M/s Dun and Bradstreet should be submitted. (DUNS NUMBER). **Compliance of this clause is mandatory in case of foreign supplier. Indigenous suppliers to submit the copy of balance sheets for last three years** in absence of DNB / third agency report.
ix) The Supplier Registration Form (SRF) duly filled-up for assessing manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. Supplier Registration form can be downloaded from www.bhel.com. BHEL registered vendors (registered with permanent code M, N, S) need not to submit SRF.
For vendors registered with T code, SRF is to be submitted essentially along with the offer.
x) Any additional documents (please specify).

Clause 1.2

The Price Bid in envelope - II (Part-II) shall comprise of following :

i) The price Bid (with price) for the complete scope strictly as specified in the price Format attached as Annexure-II.

If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.

Note :

a) Prices are to be indicated in both figures and words. In case of any discrepancy of value the prices quoted in words shall be considered for evaluation and establishing L1 status.

b) Charges for **'Supply' and 'Erection & Commissioning'** to be quoted separately by bidders.

c) **The evaluation of tender shall be on the basis of "Total Landed cost at Destination" including Supply and Erection & Commissioning. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.**

d) Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer 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. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.

e) Foreign Suppliers : The prices are to be quoted essentially on FOB Loading Port Basis only. No Sea freight charges to be quoted. Any sea freight charges (if quoted by bidder), shall not be considered while evaluating the offers. The bids will be evaluated on C&F Unloading Port Basis by loading the offer of bidder with available rates of Shipping corporation of India (SCI).

However, for air shipment the rates to be quoted on CPT destination port basis. And air freight charges to be indicated separately in price bid. The bidder who quote on other than CPT destination port basis then their offer will be loaded by the maximum air freight, packing & forwarding charges quoted by any other bidder from the same or nearby port, against the enquiry / freight rate available with BHEL. Further non-availability of flight will not be accepted for rescheduling the delivery or waiver of penalties on account of delayed delivery.

f) Insurance during transportation shall be taken care of by BHEL.

g) Applicable sales Tax, Excise duty, service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation.

h) The comparison between foreign and indigenous bids shall be done based on the **Total Landed cost at Destination** basis.

Clause 2.0 – Tender Opening :

a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below :

Part I : Part I bid (Envelope-I) comprising Tender Fee or MSE Certificate towards exemption of tender fee, Pre- Qualifying Requirement (PQR), Techno-commercial bid and Supplier Registration Form (SRF) as mentioned above.

Part II : Part II bid (Envelop-II) comprising Price Bid.

b) The tenders shall be opened in **TWO PARTS (Part-I & Part-II)** as described below :

- Part-I containing Tender Fee or MSE Certificate towards exemption of tender fee, Pre- Qualifying Requirement (PQR), Techno-commercial bid and SRF will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.

- Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in part-I.

- In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in part-I.

BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required)

Note :

After tender opening (Part-I), if it is found that:

- **The bidder has not submitted the requisite Tender Fee**
- **The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.**

In both the above cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

However, offer of the bidder shall be treated as per the guideline mentioned in the Clause No. 1. (a) 1 above in case the bidder has claimed to be an MSE vendor and submitted requisite MSE documents.

Clause 2.1 :

BHEL reserves the rights to place order for tendered quantity on more than one vendor

Clause 3.0 – Superscription on envelopes :

The following shall be super scribed on the envelopes:

PART-I

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING.
3. TENDER FEE OR MSE CERTIFICATE TOWARDS EXEMPTION OF TENDER FEE
4. PRE- QUALIFYING REQUIREMENT (PQR)
5. TECHNO-COMMERCIAL BID
6. SUPPLIER REGISTERATION FORM (SRF)

PART-II

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING OF PART-I
3. PRICE BID

Clause 3.1 :

The part-I & part-II 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 OF THIS OFFER." Vendor's full name and address should be clearly mentioned on **the envelope and shall be addressed to:**

To,

Head of Materials Management,
Heavy Electrical Equipment Plant,
BHEL,
Hardwar- 249403

Clause 3.2 :
Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 4:
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)

Clause No. 5:
The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com
For & on behalf of BHEL, Hardwar.

Kaushik Roy
Sr. Manager (Capital Purchase)

ANNEXURE – I: - <u>ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR</u>

BHEL Standard Terms	Vendor's Acceptance
1. Payment terms: **<u>Through Bank:</u>** 80% of Supply value + 100 % Taxes & Duties (if applicable) to be paid against dispatch documents through bank and balance 20% of supply value + E&C charges (all the services provided at BHEL) will be paid after satisfactory erection & Commissioning of the material.	
<u>Direct Payment:</u> In case of direct payment, 80% payment of Supply value + 100 % Taxes & Duties (if applicable) shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL. **Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:** If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: - Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2%, for the amount & period of relaxation sought by bidder.	
2. CURRENCY OF PAYMENT: (Euro / Dollar / CHF/ Rs. etc.)	
3. For indigenous supply the currency shall be Indian Rupees	
4. CHARGES FOR SERVICES AT BHEL HARIDWAR : Services to be rendered at BHEL Haridwar as per clause no. 4 of enclosed technical specification no. QC-T/RKS/14/003. For Indian Suppliers: It should be quoted in Rupees.	

BHEL Standard Terms	Vendor's Acceptance
For Foreign suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees. These charges are essentially to be indicated separately in price bid. Vendor to confirm BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Erection & Commissioning. ** Total E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per clause no. 1 of '**ANNEXURE – I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR**'above. **The estimated percentage of E&C value is : _5%_ of equipment cost (approx.)**	
5. TAXES : All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required. Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.	
6. ORDER ACCEPTANCE: Order acceptance (ink-signed) must be submitted within 30 days from the date of PO.	
7. Submission of Bank Guarantee: Bank guarantee should be from one of the Indian branch of BHEL consortium banks **(annexure-III)** and the bank guarantee should be in the format as prescribed by BHEL **(annexure-IV)**. The list of consortium banks is displayed at BHEL web-site www.bhelhwr.co.in however, in case the bank guarantee is not from Indian branch of BHEL consortium banks, then the vendor has to confirm bank guarantee on any Indian branch of consortium bank and all the bank charges are to be borne by the bidder.	

BHEL Standard Terms	Vendor's Acceptance
8. Late delivery penalty Clause: Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'. **A. For delay in supply:** The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value **B. For delay in E&C :** The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C). In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine. In case any bidder is not accepting the above penalty for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him. For calculating Late Delivery penalty delivery date shall be considered as per following : **1. <u>Indigenous Suppliers</u>:** a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR vendor works:- Date of GR/LR c. Delivery FOR Destination:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank) **2. <u>Import Supply</u>:** a. Delivery FOB / FCA port of discharge:- Date of BL/AWB b. Delivery C&F/CPT port of destination:- Date of AWB/BL	

BHEL Standard Terms	Vendor's Acceptance
9. Time Period for Supply and Erection & Commissioning of equipment: (Bidder should quote time period separately for 'Supply' and 'E&C' of equipment.) • Earliest Time period **(from the date of PO)** required by bidder for supply of equipment : • Earliest Time period (**after the first intimation by BHEL to the supplier)** required by bidder for Erection & commissioning of equipment : **Note: Time period required by BHEL for Erection & commissioning of equipment is: 15 days from the date of first call to vendor by BHEL.**	
10. Delivery basis : • For Import : a) For delivery through Sea : Delivery must essentially be FOB Loading port basis. (No Sea freight charges to be quoted) b) For delivery through Air : Delivery must essentially be CPT Destination port basis. (Air freight charges to be quoted separately in price bid) • For Indigenous : Delivery must essentially be FOR BHEL Haridwar basis. (Freight charges for indigenous items must essentially be quoted and indicated separately in price bid.)	
11. Settlement of Disputes: • If any despute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than	

BHEL Standard Terms	Vendor's Acceptance
30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided. All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator. The place of arbitration shall be New Delhi. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. • For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.	
12. Drawing / data approval : Any drawing / data approval if required from BHEL after placement of order shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.	
13. Drawing / design / information use: The vendor will have to give an undertaking that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.	
14. Attending to any complaint during guarantee / warranty period : Vendor will have to ensure deputation of their people for erection & commissioning or for attending to any complaint during guarantee / warranty period within 7 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.	
15. 3 Sets of O&M Manual or quantity as indicated in tender specifications: 3 Sets of Operation & Maintenance Manual or quantity as indicated in tender specifications shall have to be supplied along with the equipment.	
16. Training: (If applicable as per tender specifications) Vendor shall provide required training to BHEL personnel as per technical specifications.	

BHEL Standard Terms	Vendor's Acceptance
17. Purchasing of BOI items: Vendor shall purchase the BOUGHT OUT ITEMS only from vendors of repute and indicate the same to BHEL at the time of approval of GA drawing. BHEL reserves the right to visit / inspect the works of supplier and that of their sub contractors before or after placement of order.	
18. Spares, tooling, jigs and fixtures: The equipment being new, above items shall be needed in bulk at a later stage. However two separate lists of spares, tooling, jigs and fixtures should be sent along with quotation. 1. Items which you recommend very necessary to be available along with the equipment. **2.** Item which may be required at a later stage. (The price validity of these items should be for a minimum period of two years from the date of commissioning of the equipment).	
19. Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
20. Import Supply: **a.** Phyto-sanitary Certificate essential for packages (Wooden) **b**. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.	
21. Validity: Validity of the offer should be 180 days from tender opening date.	
22. Bank Charges: Bank Charges on either side. Or your prices will be loaded suitably	
23. Participation in Reverse Auction: BHEL may decide to process the case through RA (As per Annexure-V attached). Vendors to give their confirmation for participation in Reverse Auction process.	
24. Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address	
25. Foreign Suppliers: Dispatching port & Country to be mentioned essentially	

BHEL Standard Terms	Vendor's Acceptance
26. Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)	
27. Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other 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 the risk and cost of the supplier. Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.	
28. Force Majeure Clause: a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc. b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majuere prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses. c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months. d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.	
Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry	

PRICE SCHEDULE **ANNEXURE-II**

For import supply

Description	Price (in foreign currency)
Basic m/c and equipment as per tech. specification covering all features (ex-works) - Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.	
Essential Toolings / Consumables (ex-works) – item wise price break-up to be indicated against each clause of technical specification.	
Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.	
Total Services at vendors works (training, pre-acceptance etc.) Item wise break-up to be submitted as per technical specification	
Packing & Forwarding charges (FOB / FCA Charges)	
Total FOB (For sea) / FCA (For Air) cost =	
Freight Charges (Note : Only for Air Freight. No Sea freight charges to be quoted)	
Total CPT cost (For Air only) =	
**Total E&C Value including all Services like E&C, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clauses of technical specification)	
Service Tax on Service charges @12.36% or prevailing rate	
Total Service at BHEL =	

For indigenous supply

Description	Price (in Indian rupees)
Basic m/c and equipment as per tech. specification covering all features (ex-works) - Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the technical specifications.	
Essential Tooling / Consumables (ex-works) – item wise price break-up to be indicated against each clause of technical specification.	
Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.	
Packing charges	
Excise duty : @10.30% or prevailing rate	
CST@ prevailing rate	
Forwarding charges	
Freight up to BHEL Haridwar stores	
Total supply cost at BHEL Haridwar =	
** Total E&C Value including all Services like E&C, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clauses of technical specification)	
Service Tax @12.36% or prevailing rate	
Total service charges =	

** Total E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per clause no. 1 of '**ANNEXURE – I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR**'above.

The estimated percentage of E&C value is: _5%_ of equipment cost (approx.)

NOTE:

a) Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.
b) Per person per week rates against each category of training at vendor's work must be mentioned separately in Technical Specification.
c) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optionals as indicated in specification will not be taken for evaluation.
d) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
e) Following details shall be provided in separate Annexure.

   i) Unit prices for variable items.
   ii) Prices for any other OPTIONAL items.

f) **Excise duty:** Concession forms requirements etc. to be stated wherever applicable.
g) Transit insurance shall be arranged by BHEL

NOTE:

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**

2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelops. They will also be required to submit copy of un-priced price bid of these impacts in a 3rd sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

   It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

3. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :

Signature :

Name :

Designation :

Department :

M/s

LIST OF BHEL CONSORTIUM BANK

	Nationalised Bank		**Nationalised Bank**
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		**Public Sector Banks**
3	Bank of Baroda	20	IDBI
4	Canara Bank		**Foreign bank**
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		**Private bank**
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

ANNEXURE-IV **WAM-28**

Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company') having agreed to exempt---------- ---------- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ---------- Made between ----------and ---------- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ---------- (Rupees----------only).

1. We, _____(Indicate the name of the Bank)_____ (hereinafter referred to as 'the Bank') at the request _____ _____(Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs._____ _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.

2. We, _____(indicate the name of the Bank)_____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4. We, _____(indicate the name of the Bank)_____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ _____ we shall be discharged from all the liability under this guarantee thereafter.

5. We, _____(indicate the name of the Bank)_____ further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) form time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We, _____(indicate the name of the bank)_____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____(indicate the name of the bank)_____

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

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

3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.

4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.

6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

8. Reverse auction will be conducted on scheduled date & time.

9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines,* shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

16. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid‟ in the Reverse Auction. Non-submission of online sealed bid‟ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Certificate by Chartered Accountant on letter head

This is to Certify that M/s ……,
(hereinafter referred to as 'company') having its registered office at ..……is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II) ……..dtd:……,
Category:……..(Micro/Small).(copy enclosed).

Further verified form the Books of Accounts that the investment of the company as on date ……..as per MSMED Act 2006 is as follows:

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

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

(Strike off whichever is not applicable)

The above investment of Rs ……Lacs is within permissible limit of Rs……. Lacs for ……..micro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) (**Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is ……. (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-
Membership Number-
Seal of Chartered Accountant