

No. PCRI-BOI/OT/20151401

Tender Issuing date: 22/04/2016

**Subject: Open Tender as detailed below:**

**OPEN TENDER**

1. Sealed tenders with the Tender No. and opening date clearly superscripted on the cover are invited for the supply of the following item.
2. Last date for obtaining tender documents and opening of tenders is indicated against 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. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
4. Other terms and conditions will be as per tender document.

| Sl. No. | Tender No.         | Description of Item                                  | Qty.  | Last date for obtaining Tender from BHEL website | Tender Opening date |
|---------|--------------------|--|-------|--|---------------------|
| 1.      | R/5599/2015/1401V1 | D55995234811<br>Automatic Flash Point<br>Apparatus-2 | 1 No. | 13/05/16   | 14/05/16            |

- Product Purchase Specification as per enclosed “ANNEXURE - 1”.
- Commercial Terms & Condition as per enclosed “ANNEXURE - 2”

FOR & ON BEHALF OF BHEL, HARIDWAR

Engineer (PCRI-BOI)



## Instruction to Bidders

### Clause 1.0: Tender submission

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

- a) Part-I (Envelope I) :
1. MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies 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. ***Documents should be notarized or attested by a Gazetted Officer.***
  2. 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.

***Kindly ensure that each page of your offer along-with the documents submitted shall be seal and signed otherwise your offer may not be considered.***

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 bid opening on that particular day. General authorization letter is not acceptable.

### **Clause 1.1**

The Part -I (Envelope-I) shall comprise the following:

- i. Technical offer as per product purchase specification no **PR00197 (Rev. 00)** enclosed as **Annexure-1**.
- ii. Acceptance of all **commercial terms** by vendor as per **Annexure-2**.
- iii. Deviation with reference to specification to be laid down on separate sheet.
- iv. Copy of price bid without price (i.e. replica of Price bid). Please write “QUOTED” in cells where prices are quoted.  
Evaluation of the offers will be done on the basis of item landed cost upto destination i.e. 800 MW Yeramarus TPS, Unit-1, Karnataka (India) site. Kindly quote accordingly.  
Kindly specify the taxes i.e. Excise duty and CST/VAT as applicable on item. *Transit insurance will be in the scope of BHEL.*
- v. The rating of the company quoting for this tender from a third party (independent agency) preferably by M/s Dun & 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.
- vi. Any additional documents (please specify).

### **Clause 1.2**

The Part -II (Envelop -II) Price Bid shall comprise the following:

- i. The price Bid (with price) for the complete scope.  
If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.

### **Note:**

1. 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.
2. Charges for ‘Supply of Item’ and ‘Commissioning’ to be quoted separately by bidders.
3. Evaluation of the tender will be done on the basis of item landed cost upto destination i.e. 800 MW Yeramarus TPS, Unit-1, Karnataka (India) site. Kindly quote accordingly including all charges. 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.
4. **Indigenous suppliers:** Please quote on FOR destination basis for the item upto site. However, the transit insurance will be arranged by BHEL. You can dispatch goods through any Indian Bank Association approved transporters having their branch at destination. For your convenience the names and addresses of transporters approved by IBA & BHEL are posted at our website <http://www.bhelhwr.co.in>. If any bidder still quotes on other than FOR destination basis then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby station, against the enquiry/freight rate available BHEL.
5. **Foreign Suppliers:** The prices are to be quoted on C&F Mumbai basis. The bids will be evaluated on C&F basis. The bidder who quotes on other than C&F Mumbai basis then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby Airport against the enquiry /freight rate available with BHEL. Further non-availability of Airplane will not be accepted for rescheduling the delivery or waiver of penalties. Loading Airport must be mentioned.

6. Insurance during transportation shall be taken care of by BHEL.
7. Applicable sales Tax, Excise duty, Service tax, Educational cess and any other statutory levy should be indicated separately and clearly in the quotation.
8. The comparison between foreign and indigenous bids shall be done based on the item landed cost upto destination i.e. 800 MW Yeramarus TPS, Unit-1, Karnataka (India) site.

**Clause 2.0: Tender Opening**

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

Part-I : Part-I bid (Envelope-I) comprising Techno-commercial bid and other documents as desired in tender.

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

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

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

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 claimed to be an MSE vendor but no supporting documents have been submitted in this regard, in such case the offer of the bidder will be treated at par with the offer of the others bidders.

**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. ....& DUE DATE..... OF PART-I OPENING
2. ITEM DESCRIPTION AS “Automatic Flash Point Apparatus-2”
3. TECHNO-COMMERCIAL BID

#### **PART-II**

1. TENDER NO. ....& DUE DATE..... OF PART-I OPENING
2. ITEM DESCRIPTION AS “Automatic Flash Point Apparatus-2”
3. PRICE BID

### **Clause 3.1**

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

“TENDER FOR (“Automatic Flash Point Apparatus-2”) 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 MATERIAL MANAGEMENT,  
HEAVY ELECTRICAL EQUIPMENT PLANT (HEEP)  
BHARAT HEAVY ELECTRICALS LIMITED (BHEL)  
RANIPUR, HARIDWAR - 249403, UTTARAKHAND, INDIA**

### **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 Haridwar 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](http://www.bhel.com)

### **Clause No. 6 (SETTLEMENT OF DISPUTES)**

**Indigenous Vendors:** 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 Ltd., at Haridwar. The venue of arbitration shall invariably be Ranipur Haridwar. The award of the arbitrator shall be final and binding on both the parties. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties.

**Foreign Vendors:** In the event of any dispute or difference arising between the parties to this contract regarding execution of same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of the 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 Indian Arbitration Act ,1940 or any statutory notification, or re-enactment therefore and rules framed there under from time to time shall apply to such arbitration . If the two arbitrators do not agree on the appointment of umpire, 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 invariably be New Delhi, India.

**JURISDICTION:** All question, dispute or differences arising under, out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of Haridwar courts.

**OVER RIDING CLAUSE:** All stipulations made in any correspondence other than those exchanged in regards to “instruction” in our tender documents / enquiry for submission of your offer, if at all shall be void to the extent they are repugnant to the conditions contained herein above and in the purchase order.

**FINALITY OF MANAGEMENT DECISION:** At all places in the preceding clauses BHEL Management’s decision shall be final.


**Clause No. 7 (Registration of Vendor in BHEL Haridwar):**


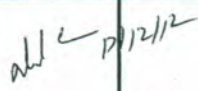
If any vendor participating against this tender & not registered with BHEL Haridwar, vendor must register itself after submitting the bid through our online vender registration portal system.

For this unregistered vendors are requested to visit our website [www.bhelhwr.co.in](http://www.bhelhwr.co.in) and apply for online registration, by clicking the link: **Online Supplier Registration Portal** and follow all instructions given on same web page.

FOR & ON BEHALF OF BHEL, HARIDWAR

Engineer (PCRI-BOI)

|  |   |         |                  |                       |                              |
|--|---|---------|------------------|-----------------------|------------------------------|
| SIGN & DATE  |    | PR00197 |                  |                       |                              |
|  |   | Page    | 1                | Of                    | 2                            |
| SUPERSEDES INVENTORY NO.   | <b>PRODUCT PURCHASE SPECIFICATION</b>   |         |                  |                       |                              |
| <b>COPYRIGHT AND CONFIDENTIAL</b><br>The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company. | <b>AUTOMATIC FLASH POINT APPARATUS</b>  |         |                  |                       |                              |
|  | <p><b>1.0 GENERAL</b></p> <p>The flash point of a volatile material is the lowest temperature at which it can Vaporize to form an ignitable mixture in air. Automatic flash point apparatus is Used to measure the flash point.</p> <p><b>2.0 TECHNICAL SPECIFICATIONS:</b></p> <p>2.1 The apparatus should be microprocessor controlled, closed cup type fully Automatic Pensky's Martin Flash point equipment.</p> <p>2.2 The equipment shall be conforming to ASTM D 93 [A&amp;B]-IP 34,ISO 2719, EN 2719 A&amp;B.</p> <p>2.3 Temperature range: +40°C to +370°C with Accuracy: ±0.5°C</p> <p>2.4 Instrument should have automatic correction of flash point per actual barometric pressure</p> <p>2.5 The instrument should have electric &amp; gas igniter.</p> <p>2.6 The instrument should have interface for user defined Programme, storage of test data, search mode</p> <p>2.7 It should have built in RS 232 interface for connecting printer &amp; computer</p> <p>2.8 The equipment shall be supplied with following accessories:</p> <p style="margin-left: 40px;">I. Oil cup/ Test vessel ✓</p> <p style="margin-left: 40px;">II. Detector electrode ✓</p> <p style="margin-left: 40px;">Temperature measuring probe</p> <p>2.9 Suitable and branded PC of reputed Indian manufacturer for operation of above software.</p> |         |                  |                       |                              |
| SIGN & DATE  |   |         |                  | NAME                  | SIGNATURE & DATE             |
|  |   |         |                  | TRANSLATED BY         |                              |
| INVENTORY NO.  |   |         |                  | WORKED BY             | Dr. Neelam Srivastava        |
|  |   |         |                  | CHECKED BY            | Dr. Neelam Srivastava        |
|  | AGREED DEPTT.   | NAME    | DATE & SIGNATURE | SUPERVISED BY         | Dr. N.G.Srivastava           |
|  |   |         |                  | APPROVED              | N.G.Srivastava               |
| REV.NO.  | 00  |         |                  | PREPARED : Dr. Neelam | ISSUED Dr. Neelam Srivastava |
| Dt.  | 15-12-12  |         |                  | DATE : 15-12-12       |                              |

|   |  |   |            |                                     |   |
|---|--|---|------------|-------------------------------------|---|
| SIGN & DATE   |   | <p align="center"><b>PRODUCT PURCHASE SPECIFICATION</b></p> |            | <p align="right"><b>PR00197</b></p> |   |
| SUPERSEDES INVENTORY NO.  |  |   |            |                                     |   |
| <p align="center"><b>COPYRIGHT AND CONFIDENTIAL</b><br/>The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company</p> | <p><b>3.0 GENERAL TERMS AND CONDITIONS:</b></p> <p>3.1 <b>Document:</b> One hard copy of O&amp; M manual in English language giving complete technical information for operation and maintenance of the furnace including circuit diagram shall be supplied.</p> <p>3.2.0 Commissioning of the equipment is required at site .</p> <p>3.3 The equipment to work on 230 Volts AC, 50 Hz single phase supply.</p> <p>3.4 <b>Guarantee:</b> The equipment shall be guaranteed for 12 months from the date of commissioning and 18 months from the date of dispatch which ever is earlier.</p> <p>3.5 Test Certificate required</p> <p>3.6 .. <b>Packing and Dispatch:</b> The apparatus shall be packed in a suitable water proof/ vibration proof packing boxes capable of bearing air and road transit hazards. Packing box should be properly identified and marked with BHEL's Purchase Order Number.</p> |   |            |                                     |   |
|   | SIGN & DATE  |   |            |                                     |   |
| INVENTORY NO.   | REV.NO.<br>00  |   | WORKED BY  | Dr.Neelam                           |  |
|   |  |   | CHECKED BY | Dr. N.G.Srivastava                  |   |

**COMPLIANCE SHEET FOR TECHNO/COMMERCIAL TERMS & CONDITIONS FOR TWO PARTS TENDER**  
(For Indigenous Vendors)

PLEASE FILL THIS ANNEXURE & ATTACH WITH YOUR TECHNO-COMMERCIAL BID (Part-I).

You are requested to kindly confirm /clarify the following:-

| <p>Offer must be sent in two separate envelopes containing Techno Commercial Offer in one envelope marked "TECHNO-COMMERCIAL BID" and Price offer in Second envelope marked "PRICE BID" both the envelopes must be contained in the main envelope. Tender No., Name of Item and Due Date to be marked on all the envelopes.</p> <p>Offer must be sent to :</p> <p align="center"><b>HEAD OF MATERIAL MANAGEMENT,<br/>HEAVY ELECTRICAL EQUIPMENT PLANT (HEEP)<br/>BHARAT HEAVY ELECTRICALS LIMITED (BHEL)<br/>RANIPUR, HARIDWAR - 249403, UTTARAKHAND, INDIA</b></p> |  |              |
|---|--|--------------|
| Sr. No.   | CLAUSE   | Confirmation |
| 1.  | Confirm specifically that item shall be supplied as per tender specification.  |              |
| 2.  | <b>Validity:</b> Confirm that validity of offer shall be 120 days from the enquiry due date.   |              |
| 3.  | <p>Confirm that Prices have been quoted on Ex-works Freight pre-paid basis upto the destination i.e. <b>800 MW Yeramarus TPS, Unit-1, Karnataka (India) site.</b><br/>Packing, Forwarding &amp; Freight charges have to be shown separately in your offer.</p> <p>The goods can be dispatched through any BHEL approved transporters the details of which are posted at our website <a href="http://www.bhelhr.co.in">www.bhelhr.co.in</a>.<br/>Please note that if material will be dispatched by any BHEL un-approved transporter then vendor will have to furnish the MRC (Material Receipt Certificate) / Receipted GR from project site for processing of your Invoice and no demurrage charges would be borne by BHEL.</p> |              |
| 4.  | The Excise duty applicable on Yeramarus Project is on merit. Kindly quote accordingly.   |              |
| 5.  | Confirm that prices will remain firm and fixed till completion of the order.   |              |
| 6.  | <i>Kindly ensure that each page of your offer along-with the documents submitted shall be seal and signed otherwise your offer may not be considered.</i>  |              |
| 7.  | <p><b>Payment terms:</b> 100% payment with full taxes &amp; duties shall be made against dispatch documents through bank / direct against submission of PBG @ 10% of total item value covering upto the Guarantee period.</p> <p><b>Note:</b> In case of any deviation in payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice / policy. Requirement of PBG for Guarantee period is mandatory and non-acceptance of the PBG may lead to rejection of your offer.</p>  |              |
| 8.  | Confirm that Bank charges shall be either side i.e. your bank charges shall be to your account and our bank charges shall be to our account. If the dispatch documents will be submitted directly to SBI Ranipur (Haridwar), all the bank charges shall be borne by vendor.  |              |
| 9.  | <b>Delivery period:</b> Material is required as per delivery schedule mentioned in the enquiry. However, please quote your minimum delivery period in no. of weeks from the date of Purchase order.  |              |
| 10.   | <b>Liquidated Damages (Penalty):</b> @ 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value. Date of GR shall be treated as date of delivery for penalty purpose.  |              |

Tender Enquiry No.: R/5599/2015/1401V1

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|-----|--|--|
| 11. | <b>Loading for deviation in LD clause:</b> In case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent to which it is not agreed to by the bidder (at offered value).   |  |
| 12. | Transit Insurance shall be arranged by BHEL. Please quote your rates keeping in view.  |  |
| 13. | <b>Right of Acceptance:</b> BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendor 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.   |  |
| 14. | <b>Risk Purchase Clause:</b> 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.<br>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. |  |
| 15. | <b>Settlement of Disputes :</b> Clause No. 6 as describe above   |  |
| 16. | <b>Force Majeure Clause:</b> 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.<br>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.   |  |
| 17. | <b>O&amp;M Manual:</b><br>Confirm that O&M manual for the item shall be provided as per clause 3.1 of Product Purchase Specification No. PR00197 (Rev. 00).  |  |
| 18. | <b>Commissioning:</b><br>Commissioning of the item is required as per clause 3.2 of Product Purchase Specification No. PR00197 (Rev. 00) at 800 MW Yeramarus TPS, Unit-1, Karnataka (India) site.<br>Further all the accessories etc. required for the same at site will be in the supplier's scope.<br>The Lumpsum charges for above, if any, have to be shown separately in the offer. This charge would be payable only after successful commissioning of the equipment at site.  |  |
| 19. | <b>Guarantee:</b><br>The item shall be guaranteed as per clause 3.4 of Product Purchase Specification No. PR00197 (Rev. 00).   |  |
| 20. | Confirm that set of documents (i.e. Test certificate, Guarantee certificate & Packing List) shall be submitted to BHEL in 10 days advance for review and release of MDCC by BHEL before dispatch of the consignment.   |  |
| 21. | If there is any deviation with respect to the tender document then the same should be brought out specifically in separate annexure marked Deviations (Technical/Commercial).  |  |

Consignment weight: Gross / Net weight in Kg (approx.) to be indicated .....

Date .....

(Signature, Name, Designation & Seal of the firm)

**COMPLIANCE SHEET FOR TECHNO/COMMERCIAL TERMS & CONDITIONS FOR TWO PARTS TENDER**  
(For FOREIGN VENDORS)

PLEASE FILL THIS ANNEXURE & ATTACH WITH YOUR TECHNO-COMMERCIAL BID (Part-I).

You are requested to kindly confirm /clarify the following:-

| <p>Offer must be sent in two separate envelopes containing Techno Commercial Offer in one envelope marked "TECHNO-COMMERCIAL BID" and Price offer in Second envelope marked "PRICE BID" both the envelopes must be contained in the main envelope. Tender No., Name of Item and Due Date to be marked on all the envelopes.</p> <p>Offer must be sent to :</p> <p align="center"><b>HEAD OF MATERIAL MANAGEMENT,<br/>HEAVY ELECTRICAL EQUIPMENT PLANT (HEEP)<br/>BHARAT HEAVY ELECTRICALS LIMITED (BHEL)<br/>RANIPUR, HARIDWAR - 249403, UTTARAKHAND, INDIA</b></p> |   |              |
|---|---|--------------|
| Sr.No.  | CLAUSE  | Confirmation |
| 1.  | Confirm specifically that item shall be supplied as per tender specification.   |              |
| 2.  | <b>Validity:</b> Confirm that validity of offer shall be 120 days from the enquiry due date.  |              |
| 3.  | Confirm that prices have been quoted on F.C.A. as well as C&F Mumbai basis. Packing, Forwarding and Airfreight charges have to be shown separately in the offer.  |              |
| 4.  | The Custom Duty applicable on Yeramarus Project is under PI (Project Import) scheme. Kindly quote accordingly.  |              |
| 5.  | Confirm that delivery has been quoted on F.C.A. as well as C&F Mumbai basis.  |              |
| 6.  | Confirm that prices will remain firm and fixed till completion of the order.  |              |
| 7.  | <b>Kindly ensure that each page of your offer along-with the documents submitted shall be seal and signed otherwise your offer may not be considered.</b>   |              |
| 8.  | <b>Origin of Quotation:</b> Quotation should be from the principal / original supplier even if it is submitted through their authorized agent, failing which the quotation is liable to be ignored.   |              |
| 9.  | <b>Payment terms:</b> 100% payment shall be made on CAD (Cash against Documents) basis against submission of PBG @ 10% of total item value covering upto the Guarantee period.  |              |
|   | Note: In case of any deviation in payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice / policy. Requirement of PBG for Guarantee period is mandatory and non-acceptance of the PBG may lead to rejection of your offer. |              |
| 10.   | Bank Charges: Confirm that Bank charges shall be either side i.e. Outside India to your (Supplier) account and Inside India to our (BHEL) account.  |              |
| 11.   | <b>Delivery period:</b> Material is required as per delivery schedule mentioned in the enquiry. However, please quote your minimum delivery period in <b>no. of weeks</b> from the date of Purchase order.  |              |
| 12.   | Liquidated Damages (Penalty): @ 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value. Date of AWB (Airway Bill) shall be treated as date of delivery for penalty purpose.   |              |
|   | Loading for deviation in LD clause: In case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent to which it is not agreed to by the bidder (at offered value).                                 |              |

Tender Enquiry No.: R/5599/2015/1401V1

|     |  |  |
|-----|--|--|
| 13. | <b>Insurance:</b> Transit Insurance shall be arranged by BHEL. Please quote your rates keeping in view.  |  |
| 14. | <b>Right of Acceptance:</b> BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendor 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.   |  |
| 15. | <b>Risk Purchase Clause:</b> 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.<br>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. |  |
| 16. | <b>Settlement of Disputes :</b> Clause No. 6 as describe above   |  |
| 17. | <b>Force Majeure Clause:</b> 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.<br>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.   |  |
| 18. | <b>O&amp;M Manual:</b><br>Confirm that O&M manual for the item shall be provided as per clause 3.1 of Product Purchase Specification No. PR00197 (Rev. 00).  |  |
| 19. | <b>Commissioning:</b><br>Commissioning of the item is required as per clause 3.2 of Product Purchase Specification No. PR00197 (Rev. 00) at 800 MW Yeramarus TPS, Unit-1, Karnataka (India) site.<br>Further all the accessories etc. required for the same at site will be in the supplier's scope.<br>The Lumpsum charges for above, if any, have to be shown separately in the offer. This charge would be payable only after successful commissioning of the equipment at site.  |  |
| 20. | <b>Guarantee:</b><br>The item shall be guaranteed as per clause 3.4 of Product Purchase Specification No. PR00197 (Rev. 00).   |  |
| 21. | Confirm that set of documents (i.e. Test certificate, Guarantee certificate & Packing List) shall be submitted to BHEL in 10 days advance for review and release of MDCC by BHEL before dispatch of the consignment.   |  |
| 22. | If there is any deviation with respect to the tender document then the same should be brought out specifically in separate annexure marked Deviations (Technical/Commercial).  |  |

F.C.A. dispatching Airport & Country to be mentioned .....

Consignment weight: Gross / Net weight in Kg (approx.) to be indicated .....

Date .....

(Signature, Name, Designation & Seal of the firm)

**NOTE:**

1. 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.
2. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact (if any).

**Date** :

**Signature** :

**Name** :

**Designation** :

**Department** :

**Mobile No.** :

**M/s**

**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

**LIST OF BHEL CONSORTIUM BANK**

|           |                                  |
|-----------|----------------------------------|
| <b>1</b>  | <b>State Bank of India</b>       |
| <b>2</b>  | <b>Canara Bank</b>               |
| <b>3</b>  | <b>Bank of Baroda</b>            |
| <b>4</b>  | <b>Punjab National Bank</b>      |
| <b>5</b>  | <b>State Bank of Hyderabad</b>   |
| <b>6</b>  | <b>State Bank of Travancore</b>  |
| <b>7</b>  | <b>Corporation bank</b>          |
| <b>8</b>  | <b>Syndicate Bank</b>            |
| <b>9</b>  | <b>Indian Bank</b>               |
| <b>10</b> | <b>Oriental Bank of Commerce</b> |
| <b>11</b> | <b>UCO bank</b>                  |
| <b>12</b> | <b>Central bank of India</b>     |
| <b>13</b> | <b>IDBI Ltd.</b>                 |
| <b>14</b> | <b>HDFC Bank Ltd.</b>            |
| <b>15</b> | <b>ICICI Bank Ltd.</b>           |
| <b>16</b> | <b>Kotak Mahindra Bank ltd</b>   |
| <b>17</b> | <b>The Federal bank Limited</b>  |
| <b>18</b> | <b>Abn-Amro Bank</b>             |
| <b>19</b> | <b>Citi Bank</b>                 |
| <b>20</b> | <b>HSBC</b>                      |
| <b>21</b> | <b>Deutsche Bank</b>             |
| <b>22</b> | <b>Standard Chartered Bank</b>   |
| <b>23</b> | <b>United bank of India</b>      |
| <b>24</b> | <b>Vijaya Bank</b>               |
| <b>25</b> | <b>Union Bank of India</b>       |
| <b>26</b> | <b>Bank of India</b>             |
| <b>27</b> | <b>Andhra Bank</b>               |
| <b>28</b> | <b>Punjab &amp; Sind Bank</b>    |
| <b>29</b> | <b>Axis Bank</b>                 |