

No. PCRI-BOI/OT/20160899

Tender Issuing date: 07/05/2016

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. After downloading the tender documents from website, while submitting the tender as detailed in “Instruction to Bidders”, intending vendors must remit the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders only). **EMD in the form of Cheque / Bank Guarantee are 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 document.

Sl. No.	Tender No.	Description of Item	Qty.	Last date for obtaining Tender from BHEL website	Tender Opening date
1.	R/5599/2016/0899V1	D55995235176 Flame Photometer for Estimation of Na, K, Li, Ca & Ba	3 Nos.	27/05/16	28/05/16

- 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)

**BHARAT HEAVY ELECTRICALS LIMITED****HEEP: HARIDWAR-249 403 (UA)****Fax: 0091 01334-225090, Phone: 0091 01334-281362, 285856**

Enquiry No.: R/5599/2016/0899V1

Tender Issuing date

: 07/05/2016

M/s.....

Due Date

: 28/05/2016

Sub: Tender Enquiry No. R/5599/2016/0899V1

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

Sl. No.	Description of Item	Quantity	Projects for which item required	Delivery Required	EMD (Earnest Money Deposit)
1.	D55995235176 Flame Photometer for Estimation of Na, K, Li, Ca & Ba	3 Nos. (1 no for each project)	Anpara-D TPS, Yeramarus TPS & Bellary-3 TPS sites	15/07/2016	INR 40,000.00 (Rs Forty Thousand Only) or equivalent in foreign currency.

NOTE: Tender Fee is Nil. However in case any vendor demands for hard copy of tender document from BHEL, vendor must submit the tender fee of Rs. 2,000.00 by Pay Order or Demand Draft only along-with requisite EMD.

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 P.M.

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 specification can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding of our requirement.

PLEASE SUBMIT SEPARATE DEMAND DRAFT FOR TENDER FEES (IF APPLICABLE AS PER ABOVE NOTE) & EMD (drawn in favor of BHEL Haridwar, payable at Haridwar) IN PART-I BID. This Part-I bid shall be opened by BHEL at 2:00 P.M. 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.

Organizations Exempted from submission of EMD: Central / State - PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

As per government guidelines, Micro and Small Enterprises are also exempted from submission of EMD. To claim exemption from EMD submission the Micro and Small Enterprises must submit valid MSE certificate as mentioned in clause 1 (a) (1) in the "Instruction to Bidders". The exemption to Micro and Small Enterprises from submission of EMD is subject to approval by BHEL management.

Forfeiture of EMD : BHEL will forfeit the EMD if, the successful bidder / vendor refuses to honour the order after award of the same on him and / or withdraws his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

Refund of EMD: EMD given by all unsuccessful vendors shall be refunded after opening of price bid of successful vendors. The EMD of successful vendors who are not L1 shall be returned after award of PO/LOI on L1 vendor. The EMD of L1 vendor shall be returned after submission of order acceptance.

EMD shall not carry any interest.

KINDLY READ "INSTRUCTION TO BIDDERS" THOROUGHLY. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTION IS LIABLE TO BE DISQUALIFIED & IGNORED.

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. EMD

OR

Valid certificate towards exemption of EMD, 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 Part 1 bid opening date. 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. The requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft (in favor of BHEL, Haridwar, payable at Haridwar) / e-payment (in case of foreign bidders only) 'OR' valid certificate towards exemption of EMD as described in clause 1.0 (a) (1) against the tender.
- ii. Technical offer as per product purchase specification no **PR00463 (Rev. 01)** enclosed as **Annexure-1**.
- iii. Acceptance of all **commercial terms** by vendor as per **Annexure-2**.
- iv. Deviation with reference to specification to be laid down on separate sheet.
- v. 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 individual item landed cost upto destination i.e. 500 MW Anpara -D TPS, Unit-1, Uttar Pradesh (India) site, 800 MW Yeramarus TPS, Unit-1, Karnataka (India) site and 700 MW Bellary Unit-3 TPS, 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.*
- vi. 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.
- vii. Any additional documents (please specify).

Clause 1.2

The Part -II (Envelope -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 'Installation & Commissioning' to be quoted separately by bidders.
3. Evaluation of the tender will be done on the basis of individual item landed cost upto destination i.e. 500 MW Anpara-D TPS, Unit-1, Uttar Pradesh (India) site, 800 MW Yeramarus TPS, Unit-1, Karnataka (India) site and 700 MW Bellary TPS, Unit-3, 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 each 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 Individual item Landed cost upto destination i.e. 500 MW Anpara-D TPS, Unit-1, Uttar Pradesh (India) site, 800 MW Yeramarus TPS, Unit-1, Karnataka (India) site and 700 MW Bellary TPS, Unit-3, 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 EMD or MSE Certificate towards exemption of EMD, Techno-commercial bid and other documents as desired in tender.

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

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

1. Part-I containing EMD or MSE Certificate towards exemption of EMD and 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:

1. The bidder has not submitted the requisite EMD.
2. 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..... & DUE DATEOF PART-I OPENING
2. ITEM DESCRIPTION AS “Flame Photometer for Estimation of Na, K, Li, Ca & Ba”
3. TECHNO-COMMERCIAL BID

PART-II

1. TENDER NO..... & DUE DATEOF PART-I OPENING
2. ITEM DESCRIPTION AS “Flame Photometer for Estimation of Na, K, Li, Ca & Ba”
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 (“Flame Photometer for Estimation of Na, K, Li, Ca & Ba”) 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

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 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)

दिनांक एवं हस्ताक्षर SIGN & DATE	उत्पाद क्रय विनिर्देश				PR00463			
	PRODUCT PURCHASE SPECIFICATION				पृष्ठ	2	का	1
सुपरसेड्स INVENTORY NO.					Page	1	of	2
सामग्री सूची संख्या को अधिकतम करना है	<p>1.0 Name of Equipment: Flame Photometer</p> <p>2.0 General: For measurement of low ranges of Sodium, Potassium, Lithium, Calcium and Barium.</p> <p>3.0 Specifications of Equipment:</p> <p>1.Type : Electrically operated along with all filters, low temperature, single channel</p> <p>2.Range : 0 – 199.9 ppm</p> <p>3.Working Range : Na 0.50 - 10 ppm, K 0.75 – 25 ppm, Li 0.75 – 20 ppm, Ca 15 - 40 ppm, Ba 30 - 100 ppm or better</p> <p>4.Reproducibility : ≤1% coefficient of variation for 20 consecutive samples using 10 ppm Na set to read 50.0</p> <p>5.Read Out : 3½ Digit LED</p> <p>6.Linearity : Better than 2% when concentration of 3 ppm Na and K and 5 ppm Li are set to 100</p> <p>7.Fuel : Propane, Butane, Natural Gas or LPG</p> <p>8.Electrical Supply : 190-250V @50/60Hz</p> <p>9.Air Supply : Moisture and Oil free, 6Litre/min @14psi (1 Kg/cm²), Air Compressor</p> <p>10. Detailed printed Catalogue must be provided with the offer submitted.</p>							
सामग्री सूची संख्या INVENTORY NO.	<p>सहमत विभाग AGREED DEPTT.</p> <p>नाम NAME</p> <p>दिनांक एवं हस्ताक्षर DATE & SIGNATURE</p> <p>स्वीकृति APPROVED : Dr. N.G. Shrivastava</p> <p>REV.NO. 01</p> <p>Dt. 29.02.2016</p>							
निर्माणकर्ता PREPARED BY	नाम NAME		दिनांक एवं हस्ताक्षर DATE & SIGNATURE		नाम NAME		दिनांक एवं हस्ताक्षर SIGNATURE & DATE	
जांचकर्ता CHECKED BY	नाम NAME		दिनांक एवं हस्ताक्षर DATE & SIGNATURE		नाम NAME		दिनांक एवं हस्ताक्षर SIGNATURE & DATE	
पर्यवेक्षणकर्ता SUPERVISED BY	नाम NAME		दिनांक एवं हस्ताक्षर DATE & SIGNATURE		नाम NAME		दिनांक एवं हस्ताक्षर SIGNATURE & DATE	
निर्माण PREPARED : S.K. Mishra	नाम NAME		दिनांक एवं हस्ताक्षर DATE & SIGNATURE		नाम NAME		दिनांक एवं हस्ताक्षर SIGNATURE & DATE	
जारी ISSUED : Dr. S. Bhatnagar	नाम NAME		दिनांक एवं हस्ताक्षर DATE & SIGNATURE		नाम NAME		दिनांक एवं हस्ताक्षर SIGNATURE & DATE	
दिनांक DATE : 29.02.2016	नाम NAME		दिनांक एवं हस्ताक्षर DATE & SIGNATURE		नाम NAME		दिनांक एवं हस्ताक्षर SIGNATURE & DATE	

COPYRIGHT AND CONFIDENTIAL
The information on this documents is property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company

एवं गोपनीय
इस प्रलेख में की गई सूचना भारत भारती लिमिटेड की संपत्ति है इसका प्रयोग एवं आसपास रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए ।

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">HEAD OF MATERIAL MANAGEMENT, HEAVY ELECTRICAL EQUIPMENT PLANT (HEEP) BHARAT HEAVY ELECTRICALS LIMITED (BHEL) RANIPUR, HARIDWAR - 249403, UTTARAKHAND, INDIA</p>		
Sr. No.	CLAUSE	Confirmation
1.	Confirm specifically that item shall be supplied as per tender specification.	
2.	Validity: 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 destinations (i.e. 500 MW Anpara-D TPS, Unit-1, Uttar Pradesh (India) site, 800 MW Yeramarus TPS, Unit-1, Karnataka (India) site and 700 MW Bellary TPS, Unit-3, Karnataka (India) site).</p> <p>Packing, Forwarding & Freight charges have to be shown separately in your offer for each site.</p> <p>The goods can be dispatched through any BHEL approved transporters the details of which are posted at our website www.bhelhwr.co.in.</p> <p>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.	<p>Project wise status of Excise duty is as per below:-</p> <ul style="list-style-type: none"> • Anpara-D Project: Excise duty is on Merit. • Yeramarus Project: Excise duty is on Merit. • Bellary Project: Excise duty is on Merit 	
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>Payment terms: 100% payment with full taxes & 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>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.</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.	Delivery period: 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.	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 GR 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).	
11.	Transit Insurance shall be arranged by BHEL. Please quote your rates keeping in view.	
12.	Right of Acceptance: BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. 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.	
13.	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.	
14.	Arbitration clause: 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.	
15.	O&M Manual: Confirm that O&M manual for the item shall be provided as per clause 4.1 of Product Purchase Specification No. PR00463 (Rev. 01).	
16.	Installation & Commissioning: Installation & Commissioning of the item is required as per clause 4.2 of Product Purchase Specification No. PR00463 (Rev. 01) at 500 MW Anpara-D TPS, Unit-1, Uttar Pradesh (India) site, 800 MW Yeramarus TPS, Unit-1, Karnataka (India) site and 700 MW Bellary TPS, Unit-3, Karnataka (India) site. Further all the accessories etc. required for the same at site will be in the supplier's scope. The Lumpsum charges for above, if any, have to be shown separately in the offer for each site . This charge would be payable only after successful commissioning of the equipment at site.	
17.	Guarantee: The item shall be guaranteed as per clause 4.3 of Product Purchase Specification No. PR00463 (Rev. 01).	
18.	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 each consignment.	
19.	If there is any deviation with respect to the tender documents 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">HEAD OF MATERIAL MANAGEMENT, HEAVY ELECTRICAL EQUIPMENT PLANT (HEEP) BHARAT HEAVY ELECTRICALS LIMITED (BHEL) RANIPUR, HARIDWAR - 249403, UTTARAKHAND, INDIA</p>		
Sr.No.	CLAUSE	Confirmation
1.	Confirm specifically that item shall be supplied as per tender specification.	
2.	Validity: 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 (per item) separately in the offer.	
4.	Project wise status of Custom Duty is as per below: <ul style="list-style-type: none"> • Anpara-D Project: Custom Duty is under PI (Project Import) scheme. • Yeramarus Project: Custom Duty is under PI (Project Import) scheme. • Bellary Project: Custom Duty is under PI (Project Import) scheme. Kindly quote your offer 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.	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.	
8.	Origin of Quotation: 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.	Payment terms: 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.	Delivery period: 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.	
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).	
13.	Insurance: Transit Insurance shall be arranged by BHEL. Please quote your rates keeping in view.	

14.	Right of Acceptance: BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. 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.	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.	
16.	Arbitration clause: 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.	
17.	O&M Manual: Confirm that O&M manual for the item shall be provided as per clause 4.1 of Product Purchase Specification No. PR00463 (Rev. 01).	
18.	Installation & Commissioning: Installation & Commissioning of the item is required as per clause 4.2 of Product Purchase Specification No. PR00463 (Rev. 01) at 500 MW Anpara-D TPS, Unit-1, Uttar Pradesh (India) site, 800 MW Yeramarus TPS, Unit-1, Karnataka (India) site and 700 MW Bellary TPS, Unit-3, Karnataka (India) site. Further all the accessories etc. required for the same at site will be in the supplier's scope. The Lumpsum charges for above, if any, have to be shown separately in the offer for each site . This charge would be payable only after successful commissioning of the equipment at site.	
19.	Guarantee: The item shall be guaranteed as per clause 4.3 of Product Purchase Specification No. PR00463 (Rev. 01).	
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 each consignment.	
21.	If there is any deviation with respect to the tender documents 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 dateas 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 RsLacs 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	
1	State Bank of India
2	Canara Bank
3	Bank of Baroda
4	Punjab National Bank
5	State Bank of Hyderabad
6	State Bank of Travancore
7	Corporation bank
8	Syndicate Bank
9	Indian Bank
10	Oriental Bank of Commerce
11	UCO bank
12	Central bank of India
13	IDBI Ltd.
14	HDFC Bank Ltd.
15	ICICI Bank Ltd.
16	Kotak Mahindra Bank ltd
17	The Federal bank Limited
18	Abn-Amro Bank
19	Citi Bank
20	HSBC
21	Deutsche Bank
22	Standard Chartered Bank
23	United bank of India
24	Vijaya Bank
25	Union Bank of India
26	Bank of India
27	Andhra Bank
28	Punjab & Sind Bank
29	Axis Bank
