



BHEL GOINDWAL

**TERMS AND CONDITIONS**

(Tender enquiry no. 1415-174C dated 17.02.2015 Due date of tender is 10.03.2015)

**Index of Tender document**

**Tender for Supply of Hydraulic Dead weight Tester (1 set) at following terms & conditions**

Tender No./BHEL Enquiry Ref. No.	1415-174C dated 17.02.2015
Last Date & Time for bids submission	10.03.2015 up to 1500 Hrs
Opening date & time for opening of Part-I	10.03.2015 at 1530 Hrs

### **INSTRUCTIONS TO THE BIDDERS:**

#### 1.0 **QUOTATIONS**

Sealed Quotations are invited for Complete Design, Manufacturing, Supply, Delivery, Installation, Testing & Commissioning of **Hydraulic Dead Weight Tester (1 Set)** to BHEL Goindwal Sahib.

##### **For manufacturers-**

**Procurement shall be preferred from manufacturers. In case manufacturer insist on engaging a dealer/ agent, such dealer/agent is not allowed to represent more than one manufacturer .**

##### **For dealers-**

**In case of dealers/agents, Authorized dealer certificate is required from original manufacturer for this tender. In case bids are received from dealer/agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer will be rejected.**

Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

**Envelope I** This sealed envelope should contain all the copies of commercial bid, technical bid together with un-priced commercial bid. This envelope should be clearly marked "**Part I - Technical and Un-priced commercial bid**", indicating Tender No., Due Date and Address & Reference of the Bidder.

Following sequence of documents is desirable:

- 1) Introductory/Covering/Reference letter
- 2) Checklist duly ticked
- 3) List of documents attached
- 4) List-cum-summary of deviations of commercial terms
- 5) BHEL technical terms and Qualifying Criteria [Annexure-A and Section I; format duly filled with remarks to interpret clearly the intended submission]. List of mandatory spares shall be included in the rate schedule and shall be considered for arriving at the total cost of package.
- 6) BHEL commercial terms [Annexure I]; format duly filled with remarks to interpret clearly the intended submission.
- 7) Declaration format [Annexure II]
- 8) Unpriced bid format [Annexure III: duly filled – **Prices not to be mentioned here** ]

**Envelope II** This sealed envelope should contain price details. **Bidder is to quote the charges of 'SUPPLY' and 'ERECTION AND COMMISSIONING' separately.** This envelope should be clearly marked "**Part II - Price bid**", indicating Tender No., Due Date and Address & Reference of the Bidder.

**It should contain only the duly filled and signed Price bid format, Annexure III.**

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscribing as Quotation for Tender No., due date of opening and the address and reference of the

Bidder. The above offer should reach this office on or before the due date by 1400 Hrs (IST).

Tender should not be addressed to any Individuals name but only by designation to:

ENGINEER / MM  
BHARAT HEAVY ELECTRICALS LIMITED  
INDUSTRIAL VALVES PLANT,  
433, INDUSTRIAL COMPLEX,  
GOINDWAL SAHIB- DISTT. TARN TARAN - 142423  
PUNJAB (INDIA)

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested.

Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered.

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. Fax (01859-222061) / E-Mail (tendermm@bhelivp.in) offers received in time shall be considered only when such offers are complete in all respects. Tender may be handed over to Sh Harpreet Rai/ Head MM or Sh Manmeet Kumar in case of bulky tenders.

BHEL may decide to open price bids of bidders who qualify from techno-commercial evaluation, on the same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids.

2.0: **Evaluation of tenders:**

Part-I, i.e. Techno-Commercial offers shall be opened on due date. Techno-commercial offers shall be evaluated vis-à-vis our technical and commercial terms and conditions. Clarifications if any required by BHEL for Technical evaluation / commercial evaluation would be sought from Bidders before opening of Part II - price bid.

Part-II, i.e. Price bid shall be opened of only those bidders who are adjudged as qualified in Part-I. Bidders shall be informed about the same.

Price bids shall be opened on an informed date and time.

3.0: **Award of contract:**

Prices quoted shall be evaluated as net cost to BHEL, i.e. landed cost to BHEL net of duties, cess and any cenvatable taxes. Further, any deviation in terms and conditions, if finally accepted by BHEL shall also invite loading.

Lowest quotation shall be declared as L1 bidder and given the contract. LOI/PO, whichever earlier placed, on L1 bidder shall be the reference date for start of contract.

4.0 **General Terms and points to be noted/complied/binding on bidders by default on submitting the bids:**

- 4.1 Bidder should send catalogue/instrument detail.
- 4.2 Bidder should clearly specify details of any additional materials/probes etc required for our range/application.
- 4.3 Bidder should give information about other feature not covered in the specification.
- 4.4 Chinese Make is not acceptable.
- 4.5 Equipment offered shall be "New". Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for further processing.
- 4.6 BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- 4.7 The due date of submission of tender may be extended by BHEL which shall be announced as corrigendum to original NIT No. & will be hosted at our website only. Validity of bids shall be deemed to be extended accordingly till the extension period is within the validity period sought.
- 4.8 BHEL may decide to reject bid from any bidder which shall be informed to bidder with reasons of rejection.
- 4.9 BHEL may decide to scrap the tender/refloat the tender without assigning any reasons thereof before any LOI/PO is committed.
- 4.10 BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- 4.11 The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 4.12 Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
- 4.13 In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.
- 4.14 Bidders participating in the tender should declare in their offer as per Annexure II that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of

time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.

**4.15 All amounts shall be indicated both in words as well as figures.**

- a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

## TERMS AND CONDITIONS

### TECHNICAL TERMS

T.1 Please refer Annexure-A for all the required technical specifications of the **Hydraulic Dead Weight Tester (1set)**.

### COMMERCIAL TERMS

C.1 **Fixed price:** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non-responsive and rejected. Prices shall be written in words and figures.

C.2 **Bid currency:** Bidders should submit the prices only in Indian Rupees. This should be clearly indicated in the un-priced commercial bid as well as in the price bid.

C.3 **Terms of Delivery:**

**Bidders are required to quote time period separately for 'Supply' and 'E&C' of equipment.**

The bidders should quote their best schedule for Supply and E&C against the schedule indicated in NIT. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule.

**E&C value should be quoted separately by bidders. Only in case where quoted value is less than 22.55% or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as 22.55% & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment.**

Bidders should submit their offer for FOR BHEL, Goindwal, Punjab basis. Freight charges from works to BHEL, Goindwal to be indicated separately.

C.4 **Taxes and Duties:** All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 03021035905, CST. No. 15529218 Dt. 06-03-1985 & BHEL ECC No. AAACB4146PXM005, Assessment circle Chheharta, Amritsar. Taxes and duties for equipment part shall be mentioned separately and for commissioning shall be mentioned separately.

C.5 **Validity:** The offers for main equipment and spares shall be kept open for acceptance for a period of 90 days (Ninety days) from the date of opening of the tender (Part I).

C.6 **Delivery:** The bidder shall quote the best possible delivery. However the supply shall not exceed 2 Months. The erection and commissioning period shall be 2 weeks after the supply. The delivery period shall be reckoned from the date of purchase order/LOI to dispatch from the vendor works.

- C.7 **Short shipment / Warranty replacement:** In case of any short shipment in the main equipment / spares, customs duty levied on such supplies, shall be borne by the supplier. Any warranty replacement during the warrantee period shall be on FOR, BHEL, Goindwal, Punjab, basis.
- C.8 **Inspection & Testing:** All goods shall be subject to inspection by BHEL at supplier's works i.e supplier should give a pre dispatch inspection call to BHEL Goindwal. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch however; final inspection and acceptance of the machine will be carried after installation of the machine at BHEL, Goindwal, Punjab.
- C.9 **Cenvat & VAT credit:** The quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charged to us. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to the purchaser.
- C.10 **Packing:** The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal transport by sea / air / rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.
- C.11 Salient points of HSE (Health Safety & Environment) that are to be complied/considered while submission of offer are:
- C.11.1 Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals).
  - C.11.2 Competency requirements for operation, maintenance and calibration, if any, shall be communicated.
  - C.11.3 If any hazardous chemicals as per MSIHC (Manufacturing, Storage and import of Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided, along with on site & off site emergency plan (as applicable).
  - C.11.4 The noise level at operator level shall be within 85 dBA.
  - C.11.5 OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.
  - C.11.6 The machine / equipment shall be fitted with guard for rolling and moving parts and shall comply with applicable OH&S legislations and Factories Act 1948.
  - C.11.7 The supplier shall submit the layout drawing of operating controls, displays etc. and operating instructions to enable ergonomics evaluation and approval.
  - C.11.8 The recommended PPE (Personal Protective Equipment) for the equipment shall be furnished.
  - C.11.9 Alarm system (both visual and audible) and Automatic switch off of the equipment shall be provided for any intrusion, overloading, short circuiting or any malfunctioning of the equipment.
  - C.11.10 Details of all hazardous / harmful substances discharged as by-products / wastes during operations of the machine / equipment, such as fumes, gases, dust particles, aerosols UV. /IR (Ultra violet / infra red) radiations, etc. shall be furnished, along with their concentrations and their TLV, (Threshold Limit Value).

- C.11.11 Appropriate pollution control measures shall be proposed to keep the emissions from the machinery/processes within the prescribed limit as stated in Environment Protection Rules 1986.
- C.11.12 All furnaces, process units, DG sets, paint booths, shot blasting chambers, etc shall be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.
- C.11.13 Wherever industry specific standards are not available for control of pollutants general emission standards shall be used.
- C.11.14 Chemicals banned due to their negative impact on the environment shall not be used in the process
- C.11.15 Fuels with sulphur content less than 0.05% shall be proposed.
- C.11.16 Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process. Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative requirements such as Central Motor Vehicle Rules, Manufacture, Storage and Import of Hazardous Chemical 1989, etc. shall be followed.
- C.11.17 Primary materials used in the equipment shall be specified and they shall be eco – friendly
- C.12 **Force Majeure clause:** If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.
- C.13 **Penalty for late delivery (PLD):** Delivery terms mentioned in the PO/LOI shall be adhered to. In case of approval of drawings or any other technical documents, a nominal period of 15 days shall be considered as included in the delivery period mentioned. If BHEL is taking more time in such approvals, delivery period can be extended accordingly. All such technical documents to be approved by BHEL shall be submitted within 10 days of release of PO/LOI. Delivery of the goods specified in the purchase order should be made within the time prescribed.
- 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’.

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 (Supply + 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 (Supply + E&C).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

If any vendor does not accept PLD  $\frac{1}{2}$ % of the supply and E&C separately for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% PLD shall not be loaded on account of PLD. However bidders who offer any other % PLD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted % .e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% ( $10 - 7 = 3$ ). As regards LD, the delivery date (FOR dispatching station) shall be considered.

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 the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

- C.14 **Risk purchase:** If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.
- C.15 **Warrantee:** Warrantee on satisfactory performance of the equipment shall be 12 months from the date of commissioning and performance prove-out at BHEL, whichever is later.
- C.16 **Banned Firms:** The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).
- C.17 **Arbitration:** In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules

thereunder shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

**C.18 Jurisdiction:** The court of the place from where the purchase order is issued shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

**C.19 Evaluation of tender:** L1 vendor shall be decided based on the lowest quote including Cost of equipment (including E&C, Freight etc) and Mandatory spares (if any). Optional spares rates will not be taken into account. The points/terms which are not mentioned by bidders in their bid will be assumed as acceptance of BHEL terms by bidder.

## SECTION – I: QUALIFYING CRITERIA

### PART - A

#### Qualifying Criteria for Hydraulic Dead Weight Tester

S.No	BHEL Specification	Vendor's Offer
1.0	<b>QUALIFYING CRITERIA (MANDATORY)</b>	
1.1	<b>OEM/Authorised Dealer</b> has to submit at least one Purchase Order Copy and its Commissioning report of Dead Weight Tester supplied to any State Govt/ PSU/Central Govt company, for a minimum period of Two years (as on date of opening tender).	

<b>2.0</b>	<b>INFORMATION TO BE PROVIDED BY VENDOR (SUGGESTIVE)</b>	
<b>2.1</b>	Year of launch of the model quoted against this enquiry	
<b>2.2</b>	Number of "Hydraulic Dead Weight Tester" supplied and commissioned till date in the quoted model.	
<b>2.3</b>	The BIDDER/VENDOR to furnish Reference List of Customers	
<b>2.4</b>	Contact details (phone no & email id) including the Address of Agents / Service Centres in India to be provided.	

**SECTION – II**  
**Annexure-A**  
**Technical Specification for Hydraulic Dead Weight Tester**

SI No	Spec Name	Requirement	Supplier Comment
1	<b>Type</b>	Single Piston or Double Piston Hydraulic Dead Weight Tester	
2	<b>Qty</b>	1 Set	
3	<b>Pressure Medium</b>	Hydraulic Oil	
4	<b>Pressure Range</b>	10Kg/cm <sup>2</sup> or lower to 700 Kg/cm <sup>2</sup> or Higher	
5	<b>Pressure Parameters</b>	Kg/cm <sup>2</sup>	
6	<b>Accuracy</b>	+/-0.1% of Reading or better	
7	<b>Construction Material of Instrument</b>	Stainless Steel	
8	<b>Piston Material</b>	Stainless Steel/High speed Steel/Tungsten Carbide	
9	<b>Cylinder Material</b>	Stainless Steel/High speed Steel/Tungsten Carbide	
10	<b>Weight Set Material</b>	Stainless Steel/ Anti Corrosive Material	
11	<b>Adapters</b>	Standard Size	
12	<b>Standard Accessories</b>	Offer shall include all the accessories required for normal operation of equipment.	
13	<b>Calibration Certificate Required</b>	NABL/ISO/UKAS/A2LA Traceability (Calibration charges should be inclusive in price bid)	
14	<b>No. of Weights</b>	Minimum 12 Nos	
15	<b>Warrenty</b>	Minimum 1 Year from date of Installation	
16	<b>Installation &amp; Training</b>	Installation is required at IVP Goindwal Sahib, Punjab. Required Operation Training at Goindwal.	
17	<b>Application</b>	Required for Lab purpose.	
18	<b>Operation Manual</b>	Detailed Operation Manual to be provided.	

**ANNEXURE-I Commercial terms and conditions confirmation sheet**

PLEASE NOTE THAT THE CONDITIONS INDICATED IN THE COMMERCIAL TERMS AND CONDITIONS APPLICABLE FOR THE TENDER ARE APPLICABLE ONLY TO THE EXTENT THEY ARE NOT SUPERSEDED BY THE FOLLOWING CONDITIONS

Description of the Equipment:
BHEL Tender No. & Date

SI No	Description	Vendor's confirmation
1	<p><b>Payment terms:</b> (a)100% payment, within 45 to 90 days, After successful commissioning &amp; acceptance of equipment at BHEL, Goindwal, Punjab.</p> <p style="text-align: center;">or</p> <p>(b)80% payment of Supply value 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&amp;C portion of PO value will be paid against E&amp;C certificate issued by BHEL.</p> <p>Loading for deviation on payment terms if the above is not agreed by vendor will be @ Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidders.</p>	Vendor has to mention which payment term is accepted by him (a) or (b).
2	<p><b>Currency of payment:</b> The currency shall be Indian Rupees.</p>	
3	<p><b>Taxes &amp; Duties:</b> All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST &amp; TIN No / Tariff No. 03021035905, CST. No. 15529218 Dt. 06-03-1985 &amp; BHEL ECC No. AAACB4146PXM005, Assessment circle Chheharta, Amritsar</p> <p><b>Income Tax applicable.</b> Any service charges payable towards supervision of E&amp;C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules. The TDS certificate will be issued by BHEL.</p>	
4	<p><b>Penalty for Late Delivery:</b> Delivery terms mentioned in the PO/LOI shall be adhered to. In case of approval of drawings or any other technical documents, a nominal period of 15 days shall be considered as included in the delivery period mentioned. If BHEL is taking more time in such approvals, delivery period can be extended accordingly. All such technical documents to be approved by BHEL shall be submitted within 10 days of release of PO/LOI. Delivery of the goods specified in the purchase order should be made within the time prescribed.</p>	



	<p>Penalty on delay in 'Supply' and/or 'E&amp;C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&amp;C'.</p> <p>The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&amp;C) in supply subject to a maximum of 10% of total PO value (Supply + E&amp;C).</p> <p>The rate of penalty for delayed E&amp;C shall be @ 0.5% per week of delay of total PO value (Supply + E&amp;C) in E&amp;C subject to a maximum of 10% of total PO value (Supply + E&amp;C).</p> <p>Maximum penalty for delay in Supply and E&amp;C together shall be limited to 15% of total PO value (Supply + E&amp;C).</p> <p>If any vendor does not accept PLD <math>\frac{1}{2}\%</math> of the supply and E&amp;C separately for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% PLD shall not be loaded on account of PLD. However bidders who offer any other % PLD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %.e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3). As regards LD, the delivery date (FOR dispatching station) shall be considered.</p> <p>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.</p> <p>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&amp;C period quoted by him.</p> <p>For the purpose of penalty for delay E&amp;C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.</p>	
5	<p><b>Risk purchase:</b></p> <p>If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.</p>	
6	<p><b>Delivery:</b></p>	



BHEL GOINDWAL

**TERMS AND CONDITIONS**

(Tender enquiry no. 1415-174C dated 17.02.2015 Due date of tender is 10.03.2015)

	Bidder shall indicate the delivery period required for The following activities. (a) Firm Time period, from the date of Letter of Intent (LOI), required for delivery of the equipment, (FOR dispatching station) to be indicated. (b) Commissioning, Prove-out and handing over of complete system to be indicated.	
7	<b>Warrantee:</b> Warrantee on satisfactory performance of the equipment shall be 12 months from the date of commissioning and performance prove-out at BHEL, whichever is later.	
8	<b>Validity:</b> Validity of the offer should be 90days from the date of tender opening.	
9	<b>Contacts:</b> Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
10	<b>Terms of Delivery:</b> <b>FOR, BHEL, Stores</b> <b>Industrial Valves Plant</b> <b>433, Industrial Complex</b> <b>Goindwal – 143 423</b> <b>District: Tarn Taran (Punjab), India</b>	
11	<b>Weight:</b> Approximate Net weight of the total consignment Approximate Gross weight of the total consignment	

Annexure-II: **DECLARATION FORMAT**

Reference: BHEL Tender enquiry no.

Bidder quotation no:

We hereby confirm that we have quoted for the said tender in two-part bids and our price bid does not include any terms and conditions over and above whatever mentioned in our Techno-Commercial offer.

Further, after opening of Part-I, i.e. Techno-Commercial bids, once we accept/confirm any communication regarding any terms and conditions from BHEL, that shall be binding and overriding any terms mentioned in Price Bid even though the price bid is opened later on.

We also declare that we have provided information whether we have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold have furnished to BHEL. We declare that if no such details are mentioned in the offer then it should be construed that we are not under any such hold. We declare that at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject our offer at any point of time and also under any stage of the finalization of the subject tender irrespective of our status in that tender.

Signature with seal of bidder

Annexure-III: UNPRICED/PRICED\* BID FORMAT

<b>Tender Enquiry No:</b>		
Quotation No.		
Equipment Description	[As per BHEL]	[As per offer]
Price schedule		
Main equipment		
Mandatory Spares, if any		
Excise duty	[Inclusive/Extra]	%
Cess thereon	[Inclusive/Extra]	%
CST, against form "C"/VAT	[Inclusive/Extra]	%
Delivery destination	FOR Goindwal Sahib	Including all incidentals
Commissioning charges		
Service charges on commissioning charges		
Validity of offer from opening of Part-I		
We hereby confirm that the prices mentioned above are firm till the execution of contract.		

\* Same format is to be used as unpriced bid format, i.e. duly filled for all information except PRICES and again for Price bid format duly completely filled including prices.

**Annexure VI: FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT  
WITH  
SEFT/RTGS ENABLED BANK BRANCH**

**Sub: E-payments vide SEFT/RTGS - Reg.**

VENDOR CODE AS PER BHEL	:	
VENDOR NAME AS PER BANK RECORDS	:	
ACCOUNT TYPE	:	
BANK ACCOUNT NUMBER	:	
NAME & ADDRESS OF THE BANK	:	
BRANCH CODE	:	
BRANCH RTGS CODE	:	
BRANCH MICR CODE	:	
NAME OF THE AUTHORISED SIGNATORY	:	

I/we confirm that I/We will bear the charges, if any levied by my/our bank for the credit of SEFT/RTGS amounts in our account.

For.....

SIGNATURE  
 (Authorized signatory)

Date:

We confirm that we are enabled for receiving SEFT/RTGS credits and we further confirm that the account number, the signature of the authorized signatory, branch code, RTGS code and MICR code of our branch mentioned above are correct.

**BANK VERIFICATION**

(Manager's/Officer's signature under bank stamp)

Date:

The above format is to be submitted along with a cancelled cheque in original.



BHEL GOINDWAL

**TERMS AND CONDITIONS**

(Tender enquiry no. 1415-174C dated 17.02.2015 Due date of tender is 10.03.2015)

## ANNEXURE VII: CHECKLIST

Document/Reference	To check	Remarks
Technical sheet [Part-A]	Duly filled and any deviation/advanced offer mentioned	
Commercial terms	Annexure- duly filled for all columns	
Unpriced bid	Filled for all items except <b>Prices</b> and attached along with Techno-commercial offer	
Declaration form	Signed and attached along with Techno-commercial offer	
Separate bids	Part-I containing General, Commercial & Technical offer along with Unpriced bid sealed separately in an envelope; Part-II containing Priced bid sealed separately in an envelope; And both the sealed envelopes put in an outer main envelope.	