



An ISO 9001  
Company

## Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

|                                                 |                                                                                                                                                                                        |
|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ENQUIRY</b><br><b>NOTICE INVITING TENDER</b> | Phone: +91 431 257 7653<br>Fax : +91 431 252 00 31<br>Email : <a href="mailto:skaruna@bheltry.co.in">skaruna@bheltry.co.in</a><br>Web : <a href="http://www.bhel.com">www.bhel.com</a> |
|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                            |                                             |                                           |                                                                   |
|------------------------------------------------------------|---------------------------------------------|-------------------------------------------|-------------------------------------------------------------------|
| <b>TWO PART BID</b><br>Tender to be submitted in two Parts | <b>Enquiry Number:</b><br><b>2631600080</b> | <b>Enquiry Date:</b><br><b>08.10.2016</b> | <b>Due date for submission of quotation:</b><br><b>07.11.2016</b> |
|------------------------------------------------------------|---------------------------------------------|-------------------------------------------|-------------------------------------------------------------------|

You are requested to quote the Enquiry number date and due date in all your correspondence. This is only a request for quotation and not an order.

Please note that under any circumstances both delayed offer and late offers will not be considered. Hence vendors are requested to ensure that the offer is reaching physically our office before 14.00 hrs on the Date of tender opening.

| Item | Description                       | Quantity |
|------|-----------------------------------|----------|
| 10   | Washing Pump for Tube ID Cleaning | 01 No.   |

The Technical Specifications for the above items shall be as per the technical specification & commercial conditions enclosed with this cover sheet (to be downloaded from web site [www.bhel.com](http://www.bhel.com) or <http://tenders.gov.in> )

**Important points to be taken care during submission of offer:-**

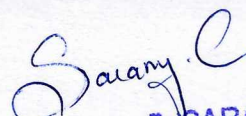
1. The Technical Specification and the Compliance Form for Commercial Terms & Conditions to be filled and enclosed along with the offer failing which, the offer will not be considered for evaluation.
2. All updates, amendments, corrigenda, etc., (if any), for each tender will be posted only on the above websites from time to time, as and when required, until each tender is opened. There will be no publication of such updates, amendments, corrigenda, etc., through newspapers or any other media

**BHEL's General guidelines / instructions (refer MM/CE/GENL/001) including bank guarantee formats and list of consortium banks, commercial terms check-list can be downloaded from BHEL web site <http://www.bhel.com> or from the Government tender website <http://tenders.gov.in> (public sector units > Bharat Heavy Electricals Limited page) under above Enquiry reference.**

Tenders should reach us before 14:00 hours on the due date

Tenders will be opened at 14:30 hours on the due date  
Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present

Yours faithfully,  
For **BHARAT HEAVY ELECTRICALS LIMITED**

  
**C. SARANYA**  
Senior Engineer  
MM / Capital Equipment  
BHEL / Tiruchirappalli - 620 014.



**PART - A**  
**QUALIFYING CRITERIA**  
**FOR**  
**WASHING PUMP FOR TUBE ID CLEANING**

| S.No | BHEL Specification                                                                                                                                                                                                                                                                                                                                                                                                  | Vendor's Offer |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.0  | <b>QUALIFYING CRITERIA</b>                                                                                                                                                                                                                                                                                                                                                                                          |                |
| 1.1  | The BIDDER / VENDOR (OEM) shall have at least <b>THREE</b> Years of Experience in the Design, Manufacture & Supply of "RECIPROCATING PLUNGER PUMPS". Vendor must indicate the actual no. of years of experience in the field                                                                                                                                                                                        |                |
| 1.2  | Only those vendors ( <b>OEMs</b> ), who have manufactured, supplied and commissioned <b>at least two</b> RECIPROCATING PLUNGER PUMPS, in the last Three years [as on date of this tender opening(first date)] should quote.                                                                                                                                                                                         |                |
| 1.3  | Vendor has to submit at least ONE satisfactory Performance Certificate from their customer or 5 Purchase order references of RECIPROCATING PLUNGER PUMPS supplied to them and such equipment should be working satisfactorily for a minimum period of one year [as on date of this tender opening(first date)].<br>For obtaining the Performance certificate, a suggestive format is provided at the end of part-A. |                |
| 1.4  | BHEL reserves the right to verify the information provided by the Vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.                                                                                                                                                                                                                                  |                |

|     |                                                                                                                              |  |
|-----|------------------------------------------------------------------------------------------------------------------------------|--|
| 2.0 | <b>INFORMATION TO BE PROVIDED BY VENDOR</b>                                                                                  |  |
| 2.1 | The BIDDER/VENDOR to furnish Reference List of Customers (max 10 customers) including Contact details (phone no & email id). |  |

Suggestive Format of Performance Certificate:

The performance certificate should be produced **on your Customer's Letter Head.**

**PERFORMANCE CERTIFICATE**

- 1 Equipment Manufactured & Supplied by:
- 2 Make & Model No of the equipment:
- 3 Month & Year of Commissioning :
- 4
  - a. Application for which equipment is used:
  - b. Pressure range in Bar:
  - c. Flow rate in LPM:
  - d. Motor H.P:
  - e. No of Plungers:
  - f. No of Guns:
- 5 Performance of the equipment                      Satisfactory / Not Satisfactory  
(Strike off whichever is not applicable)
- 6 After sales service                                      Satisfactory / Not Satisfactory  
(Strike off whichever is not applicable)
- 7 Any Other remarks

Performance certificate issued date:

Signature & Seal of the Authority  
Issuing the Performance Certificate

Contact details of issuing authority  
Name & Designation:  
Office No/ Mobile no:  
Email ID:



## PART-B

### TECHNICAL SPECIFICATION OF CAR WASHING PUMP FOR TUBE ID CLEANING

| S.No. | FEATURES                      | BHEL SPECIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Vendors Reply |
|-------|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1.0   | APPLICATION:                  | The washing pump is intended for high pressure cleaning of ID of long steel Tubes bent to U shape and joined to thick Tube sheets by Tube expansion process. The medium for cleaning the tubes is hot water at about 60-70 Deg. C, Chemical cleaning and followed by Hot DM water at 60 – 70 Deg. C.                                                                                                                                                                                                                                                                                                                         |               |
| 2.0   | CONFIGURATION OF WASHING PUMP | The washing pump is similar to a car wash pump, a single plunger, oil splash lubricated reciprocating type water pump. The suction pipe shall have a filter, balancing drum, safety valve. The delivery hoses (2 Nos) are fitted to the plunger housing. The delivery hose is fitted to the plunger housing through a connector which also accommodates a pressure gauge and a manometer safety device. At one end of the crank shaft is fitted dynamically balanced fly wheel cum pulley 'V'. The motion fitted on a base/tank with provisions for belt tension adjustments. The main parameters of the pump is as follows. |               |
| 2.1   | Pump Type                     | Single Plunger Pump                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |
| 2.2   | Number of Guns                | 2 (with hose length of approx. 5 metres)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |
| 2.3   | Discharge Capacity            | Minimum 40 Lpm (total for 2 Guns)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |
| 2.4   | Operating Pressure            | 22 kg/cm <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |
| 2.5   | Motor Power                   | Minimum 3 HP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |
| 2.6   | Motor Speed                   | Around 1400 RPM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |
| 2.7   | Pump speed                    | Vendor to specify in RPM or strokes/min                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |
| 3.0   | Schematic Diagram             | Vendor to provide basic schematic diagram along with the offer to understand the integration and operation of the entire system Vendor to confirm                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |
| 4.0   | Carriage for Movement         | The equipment including operator control panel shall be easily transportable from place to place by means of a wheeled transport carriage. Suitable hooks for lifting the equipment by crane also to be provided. Vendor to confirm                                                                                                                                                                                                                                                                                                                                                                                          |               |

| S.No. | FEATURES                              | BHEL SPECIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|-------|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 5.0   | Power Input                           | BHEL will provide power supply of 415 V $\pm$ 10%, 50Hz, 3Ph (3 wire system – without neutral)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| 5.1   | Input Power Cable                     | 10 m long sheathed power input cable is to be provided along with the equipment. Vendor to confirm                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 6.0   | SPARES (optional):                    | Vendor to furnish list of essential spares for 2 years of operation in the technical offer with description, part number, quantity and specification etc. without price details. The same list shall be quoted in the commercial offer with price break up in a sealed cover.                                                                                                                                                                                                                                                                                                       |  |
| 7.0   | O & M MANUALS:                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 7.1   | Manuals to be Supplied with Equipment | Operation and Maintenance Manual of wash Pump in English shall be supplied along with the equipment -- Vendor to confirm                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| 7.2   | No of Copies                          | Hard Copies - 3 Nos, Soft Copy on CD - 1 No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 7.3   | Contents of the Manual                | <p>The O &amp; M Manual shall contain details like:</p> <ul style="list-style-type: none"> <li>a) Operation &amp; Maintenance Instructions</li> <li>b) Description &amp; Constructional Details</li> <li>c) Mechanical Assembly Drawing</li> <li>d) Electrical Schematic Drawings</li> <li>e) Bill of Materials</li> <li>f) Technical Leaflets of Bought-Out Items</li> <li>g) Master List of Spares with details like<br/>Part No., Make, Specification, Rating, Qty etc.</li> <li>g) Trouble Shooting Details</li> <li>h) Safety Instructions</li> </ul> <p>Vendor to confirm</p> |  |
| 8.0   | GENERAL POINTS:                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 8.1   | Pre-Despatch Inspection               | The equipment shall be offered for inspection & functional prove out test. This shall be witnessed by BHEL at supplier's works for performance evaluation prior to despatch. Final acceptance will be given by BHEL after successful Prove-OUT Test at BHEL works. Vendor to confirm.                                                                                                                                                                                                                                                                                               |  |
| 8.2   | Installation, Commissioning           | Vendor should take full responsibility of Installation and commissioning at BHEL works. After the installation, the supplier has to run the equipment and demonstrate its performance at BHEL works.                                                                                                                                                                                                                                                                                                                                                                                |  |
| 8.3   | Training                              | Training on Operation and Maintenance to be provided by the vendor to BHEL Staff during Installation &                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |



| FEATURES |                                                                                                                                                                                                                                                                                       | BHEL SPECIFICATION                                                                                                                            | Vendors Reply |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------|
|          |                                                                                                                                                                                                                                                                                       | Commissioning of the equipment.                                                                                                               |               |
| 8.4      | Guarantee                                                                                                                                                                                                                                                                             | Performance Guarantee for the entire equipment for a period of 12 months from the date of commissioning shall be provided. Vendor to confirm. |               |
| 9.0      | <b>IMPORTANT NOTES:</b>                                                                                                                                                                                                                                                               |                                                                                                                                               |               |
| 9.1      | The supplier shall give point-by-point confirmation by elaborating the technical feature of the offered equipment, with reference to the above specification. Additional literature on principle of operation shall be given. Just mentioning 'YES' or "CONFIRMED" is not acceptable. |                                                                                                                                               |               |
| 9.2      | Deviation statement (if any) shall be given along with the offer.                                                                                                                                                                                                                     |                                                                                                                                               |               |
| 9.3      | The un-priced bid clearly indicating the offered items shall be enclosed along with the technical offer.                                                                                                                                                                              |                                                                                                                                               |               |
| 9.4      | Offers incomplete with respect to the tender are liable for rejection.                                                                                                                                                                                                                |                                                                                                                                               |               |



An ISO 9001 Company

**Bharat Heavy Electricals Limited**  
(High Pressure Boiler Plant)  
Tiruchirappalli-620014, Tamil Nadu, India  
MM/CAPITAL EQUIPMENT

MM/CE /GENL/001

**GENERAL GUIDELINES & INSTRUCTIONS TO BIDDERS FOR SUBMITTING  
OFFER**

Vendors are requested to read the following points / guidelines / instructions and ensure that the offer is prepared and submitted strictly as per the requirements. Offers with insufficient details would not be considered for evaluation. The following points / guidelines / instructions are part and parcel of the tender and non-compliance will result in rejection of offer.

**NOTE: MSE VENDORS MAY PLEASE REFER SL.NO.6 OF THIS DOCUMENT FOR THE SPECIAL PROVISIONS APPLICABLE TO THEM AS PER GOVERNMENT DIRECTIVES**

|            |                   |
|------------|-------------------|
| <b>1.0</b> | <b>QUOTATIONS</b> |
|------------|-------------------|

Considering the nature of procurement which requires a good amount of technical details, brochures, catalogues etc., to be submitted along with the offer as well as the confidentiality required to be maintained during the offer evaluation process, bidders are requested to submit their offers only through sealed bids. As the part II (the price bid) would not be opened before the technical evaluation is completed, bidders are requested not to submit their bids through email / fax etc.

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 technical bid together with un-priced commercial bid. This envelope should be clearly marked **“Part I - Technical and Un-priced commercial bid”**, indicating Enquiry No., Due Date, Address & Reference of the Bidder.

**Envelope II**

This sealed envelope should contain **price details**. This envelope should be clearly marked **“Part II - Price bid”**, indicating Enquiry No., Due Date, Address & Reference of the Bidder

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscribing as Part I and Part II indicating Enquiry No., Due Date, Address & Reference of the Bidder.

The above tender (envelope containing Part I & II) should reach this office on or before the due date by **14.00 Hrs (IST)**. Tenders received after 14.00 Hrs (IST) will not be considered for evaluation.

Tender should not be addressed to any Individual's name but only by designation to:

**DGM / CAPITAL EQUIPMENT/ MM**  
**1<sup>st</sup> Floor – IC Building,**  
**BHARAT HEAVY ELECTRICALS LIMITED**  
**HIGH PRESSURE BOILER PLANT**  
**TIRUCHIRAPALLI – 620 014**  
**TAMIL NADU, INDIA**

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Tenders should be in **ENGLISH** and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in **ENGLISH** or otherwise, the tenders will not be considered for evaluation.

**Tenders will have to be submitted by the Original Equipment Manufacturer only. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Offers, if submitted by authorised agents/dealers of OEM/ Supplier should be accompanied by a VALID AUTHORISATION LETTER ISSUED BY THE OEM. 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.**

**If the past performance of a vendor in any of the previous Purchase orders/contracts/in any projects, of BHEL Units, and NON-BHEL, is not satisfactory BHEL then reserves the full right to reject such offers of those vendors straightaway irrespective of their suitability and will not be considered for further processing of the tender.**

|            |                                                          |
|------------|----------------------------------------------------------|
| <b>2.0</b> | <b>PART I (TECHNICAL &amp; UN-PRICED COMMERCIAL BID)</b> |
|------------|----------------------------------------------------------|

|            |                  |
|------------|------------------|
| <b>2.1</b> | <b>Technical</b> |
|------------|------------------|

This part shall include / indicate the following:

|       |                                                                                                                                                                                                                                         |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1.1 | Tenders should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.                                                                                         |
| 2.1.2 | Point by point confirmation for the Technical Specification enclosed is to be provided. If there are any deviations, the same should be clearly specified. Tenders received without confirmation to our specification will be rejected. |
| 2.1.3 | List of customers to whom same or similar equipment have been supplied along with performance certificates are to be enclosed.                                                                                                          |
| 2.1.4 | Relevant catalogues to be attached                                                                                                                                                                                                      |
| 2.1.5 | List of spares parts (with part numbers) for two years operation and maintenance should be attached.                                                                                                                                    |
| 2.1.6 | Information on shipping weight and cubage (length, width & height) to be provided.                                                                                                                                                      |

|            |                             |
|------------|-----------------------------|
| <b>2.2</b> | <b>Un-Priced Commercial</b> |
|------------|-----------------------------|

This part shall include / indicate the following:

|       |                                                                                                              |
|-------|--------------------------------------------------------------------------------------------------------------|
| 2.2.1 | Acceptance of commercial terms and conditions by the bidders (in the check-list enclosed)                    |
| 2.2.2 | Port of shipment / Station of despatch                                                                       |
| 2.2.3 | Terms of payment                                                                                             |
| 2.2.4 | CFR price (for foreign bidders) / F.O.R.BHEL works as required in the check list (attached with this Tender) |



|        |                                                                                                                                          |
|--------|------------------------------------------------------------------------------------------------------------------------------------------|
| 2.2.5  | Taxes, Service tax & duties including cess applicable.                                                                                   |
| 2.2.6  | Delivery Schedule from the date of Purchase Order                                                                                        |
| 2.2.7  | Offer validity                                                                                                                           |
| 2.2.8  | Country of origin                                                                                                                        |
| 2.2.9  | Currency in which the price has been indicated.                                                                                          |
| 2.2.10 | Percentage of agency commission if any along with a copy of Agency agreement. The CFR prices quoted shall include the agency commission. |
| 2.2.11 | A copy of the Price Bid <b>without the price details</b> to be enclosed. (UNPRICED BID)                                                  |

|            |                           |
|------------|---------------------------|
| <b>3.0</b> | <b>OPENING OF TENDERS</b> |
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The Part I - Technical & Un-priced commercial bid would be opened on the Tender opening date.

The Part II – The Technical Bid received would be evaluated and bidders qualifying alone will be considered for further processing. BHEL would proceed with Reverse Auction route or Price Bid opening route for finalizing the tender, which would be intimated to the qualified bidders after completion of the techno-commercial evaluation.

**BHEL reserves the right to go for a Reverse Auction (RA)** instead of Opening the Price Bid submitted, which will be decided after the techno-commercial evaluation. Information and general terms and conditions governing RA are given below.

**TERMS & CONDITIONS OF REVERSE AUCTION**

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

1. For the proposed Reverse Auction, Technically and Commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Reverse Auction Process Compliance Form provided before RA along with Business Rules by the Service Provider. This Compliance Form shall be sent to the Service Provider well before the Reverse Auction in order to get the Log in ID and

Password for participating in the RA. Without the submission of Reverse Auction Process Compliance Form, the bidder will not be eligible to participate in the event.

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

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

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

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

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

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

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

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

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

|            |                                      |
|------------|--------------------------------------|
| <b>4.0</b> | <b>DEFINITIONS &amp; OTHER TERMS</b> |
|------------|--------------------------------------|

**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. In the event of difference, the price written in words shall be valid and binding.

**Bid currency:**

Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit the bid in their home currency, which should be clearly indicated in the un-priced commercial bid as well as in the price bid.



**Taxes and Duties:** All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which BHEL will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverambur

In case taxes and duties are indicated as inclusive in the quoted prices, it will be reimbursed only upon furnishing the documentary evidence for having paid such taxes and duties. Any difference in taxes (on account of reduction in the levies) between what has been paid by BHEL to the vendor (based on what has been indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL.

For services rendered by the foreign vendor in India (like Erection & Commissioning supervision etc.) Income Tax (IT) shall become payable by the Foreign vendor. Hence, Foreign bidders are requested to take care of the IT payment during submission of tender.

If the foreign vendor possesses Indian PAN CARD (Permanent Account Number) Registration, the details of the same shall be furnished along with the Unpriced Bid cover (Part-I) with documentary evidences (PANCARD copy) for Income Tax purposes (concessions).

**Cenvat & VAT credit:** (applicable for Indian Bidders only) 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 Excise Duty is applicable. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to BHEL.

**Packing:** The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal safe 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.

**Salient points of HSE** (Health Safety & Environment) that are to be considered while submission of offer are:

- Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals)
- Competency requirements for operation, maintenance and calibration, if any, shall be communicated
- If any hazardous chemicals as per MSIHC (Manufacturing, Storage and import of such Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided along with On site & Off site emergency plan (as applicable)
- The noise level at operator level shall be within 80 dBA
- OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.
- 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
- The supplier shall submit the layout drawing of operating controls, displays etc. Along with operating instructions to enable ergonomics evaluation and approval.
- The recommended list of PPE (Personal Protective Equipment) for the equipment shall be furnished.

- 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
- 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).
- 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.
- 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.
- Wherever industry specific standards are not available for control of pollutants, general emission standards shall be used.
- Chemicals banned due to their negative impact on the environment shall not be used in the process.
- Fuels with sulphur content less than 0.05% shall be proposed.
- 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
- Primary materials used in the equipment shall be specified and they shall be eco-friendly

**Force Majeure clause:**

If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is 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) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then 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 the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.

**Agency agreement from foreign suppliers for their Indian agents:**

Based on Ministry of Finance vide circular dated 31/01/1989 the following are compulsory:

- Registration of Indian agents of a foreign supplier.
- Precise relationship between foreign suppliers and their Indian agents and their mutual interest in the business, should be clearly spelt out.
- Any payment, which the agent receives in India or abroad, from the foreign supplier, whether as a commission or as a general retainer fee, also needs to be brought on record and made explicit so as to ensure compliance to tax laws and to prevent leakage of foreign exchange.

- All services to be rendered by the agent, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier and the Indian agent.
- The amount of agency commission agreed to between the foreign principal and the Indian agent should be specifically disclosed and the agency commission will be paid in Indian Rupees only.
- A copy of the Agency Agreement with the above details shall be provided.

**Short shipment / Warrantee replacement:**

In case of any short-shipment during initially supply, subsequently dispatched by the supplier or any warrantee replacement dispatched during the warrantee period shall be dispatched on “DDP – Delivered Duty Paid BHEL Stores” basis for foreign suppliers and “FOR BHEL Stores” basis for Indian suppliers.

**Inspection & Testing:**

All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL Stores. 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 BHEL.

|            |                |
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| <b>5.0</b> | <b>GENERAL</b> |
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**Tenders will have to be submitted by the Original Equipment Manufacturers only** and the offered equipment shall be “New”. Offers for Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for evaluation.

Evaluation of offers shall be on “Net Cash Outflow to BHEL basis”.

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.

BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.

The correspondence exchanged against the tender between the bidder 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.

Any transaction / communication pertaining to the tender carried out by the bidder and BHEL 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.

In case Letter of Intent (LoI) is issued through email, the computer 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.



**SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS:-**

BHEL shall take action against suppliers by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Such action under Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier or a bidder or an applicant for registration as a registered supplier. The detailed guidelines is available at our [www.bhel.com](http://www.bhel.com).

Also, bidders participating in the tender should declare in their technical bid 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 finalisation 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 enquiries even if participated till the hold is officially lifted and confirmed in writing.

|            |                                                             |
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| <b>6.0</b> | <b><u>SPECIAL PROVISIONS APPLICABLE FOR MSE VENDORS</u></b> |
|------------|-------------------------------------------------------------|

In line with the Gazette Notification issued by Ministry of Micro, Small and Medium Enterprises on MSE suppliers 20% of the tendered quantity is earmarked for MSE suppliers. Out of the 20% tendered quantity earmarked for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.

*In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.*

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either

1. EM II certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or
2. Valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status (MICRO or SMALL) where the deemed validity of EM II is over.

*Date to be reckoned for determining the deemed validity will be the last date of technical bid submission (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 and MSE status of such suppliers shall be shifted to NON MSE suppliers till the supplier submit this documents. Documents should be notarized or attested by a Gazetted officer.

Definitions of MSEs owned by SC / ST is under:

- In case of proprietorship firm, proprietor must be SC/ST.
- In case of partnership firm, the SC / ST partners must be holding at least 51% shares in the unit.
- In case of private limited companies, at least 51% share must be held by SC/ST promoters.

Authorized Offices to issue SC/ST certificate.

The caste / Tribe / Community certificate issued by the following authorities in the prescribed form for SCs / STs can be considered.

- District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Additional Deputy Commissioner / Deputy Collector / 1<sup>st</sup> Class stipendary magistrate / Sub Divisional Magistrate / Taulka Magistrate / Executive Magistrate / Extra Assistant Commissioner.
- Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate.
- Revenue Officer not below the rank of thasildar.
- Sub-Divisional officer of the area where the individual and / or his family normally resides.

To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

|            |                                        |
|------------|----------------------------------------|
| <b>7.0</b> | <b><u>FRAUD PREVENTION POLICY:</u></b> |
|------------|----------------------------------------|

The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice”.

|            |                            |
|------------|----------------------------|
| <b>8.0</b> | <b><u>ARBITRATION:</u></b> |
|------------|----------------------------|

All disputes between the parties to the Contract, arising out-of or relating to the Contract, other than those for which the decision of the BHEL, Trichy, or Accepting Officer or any other person is by the Contract expressed to be final and conclusive shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the Contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.

**Jurisdiction:** In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration.

**BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI****CAPITAL EQUIPMENT /MATERIALS MANAGEMENT****Compliance Form FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY  
INDIGENOUS VENDORS**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this Compliance Form is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed, the offer is liable for rejection)

(TENDER WITH DIRECT PAYMENT)

**Description of the items: Washing Pump for Tube ID Cleaning (01 No.)**

**BHEL Tender No. & Date: 2631600080 dt.08.10.2016**

**PART I of Tender: Technical Bid + Unpriced Bid + this Compliance Form**

**PART II of Tender: Price Bid**

**ENQUIRY TERMS & CONDITIONS****Vendor's  
Confirmation****1.0 PRICE BID:**

Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part I. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.

Accepted

The bidder has to quote charges for 'Supply' and 'Erection & Commissioning' separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL).

**2.0 VALIDITY:**

Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.

Accepted

**3.0 RELEASE OF PURCHASE ORDER:**

Purchase Orders will be released separately for supply and service portion on the successful vendor.

Accepted

**4.0 PAYMENT TERMS:****For SUPPLY P.O.:**

80% payment of Supply P.O. value shall be made within 45 days from the date of receipt of material at BHEL.

**For BALANCE OF SUPPLY P.O. & SERVICE P.O.**

Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and submission of Guarantee Certificate

**4.1 Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:**

If any Bidder requires a payment exceeding 80% of the PO value, such bidder have to submit Advance Bank Guarantee (ABG) in the prescribed Format for the amount over and above 80% but restricted to 90% of the PO value, along with the invoice / despatch documents. This ABG shall be valid up to the date of Final Minutes of Meeting for E&C for the equipment.

Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, the following loading pattern shall be followed:

**Base Rate of SBI as applicable on the scheduled date of tender opening + 6% for the amount & period of relaxation sought by bidder.**

Accepted

**5.0 Value for Erection & Commissioning at BHEL:**

Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, training to operators, supervising foundation work etc. (to be together called as E&C). E&C is in the scope of supplier, and hence the E&C value should be quoted separately.

Accepted

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|            | E&C value should be quoted separately by Bidders. Only in case where quoted value is less than the minimum value indicated below or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated below and accordingly supply value will be adjusted from that quoted value and the balance will be released as E&C payment. The bidder, however, can choose to quote the E&C value higher than the below mentioned minimum E&C value (%) and suitably apportion the supply value.                                                                                                                                                                                                                                                                           | Accepted       |
|            | <b>MINIMUM VALUE FOR ERECTION &amp; COMMISSIONING in %</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>2</b>       |
|            | <b>COST OF ERECTION &amp; COMMISSIONING PORTION QUOTED BY VENDOR (%) -<br/>( Should be equal to or more than <b>2%</b> )</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |
|            | <b>In case of non-acceptance to split the cost of the equipment into supply portion and E&amp;C portion, then the Payment of 80% against supply will be reduced to - (%)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>78</b>      |
|            | <b>In such cases, the balance amount (%) payable after commissioning</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>22</b>      |
| <b>6.0</b> | <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 & TIN No / Tariff No. etc., failing which BHEL will not be liable for payment of such Taxes and Duties. For BHEL,Trichy : Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverambur.<br>In case taxes and duties are indicated as inclusive in the quoted prices, it will be reimbursed only upon furnishing the documentary evidence for having paid such taxes and duties. Any difference in taxes (on account of reduction in the levies) between what has been paid by BHEL to the vendor (based on what has been indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL. | Accepted       |
| <b>7.0</b> | <b>Delivery terms, Delivery period required and evaluation process:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                |
| <b>7.1</b> | <b>Delivery terms: F.O.R BHEL, Trichy-14.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Accepted       |
|            | <b>Basis of Delivery Terms :</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                |
|            | Price break-up details like Basic price, P&F,Taxes & Duties, Freight and Insurance etc., should be indicated in the offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Accepted       |
| <b>7.2</b> | Delivery period: The equipment enquired forms a part of an expansion program (Scheme) and the delivery period mentioned below has been derived keeping in view of the Scheme completion date. Vendor shall comply with this required period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |
|            | <b>Bidder should quote time period separately for 'Supply' and 'E&amp;C' of equipment.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |
|            | (a) Supply period :- For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (LWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of drawings etc., should not be linked to the delivery period.                                                                                                                                                                                                                                                                                                                                                                                                                                                | Accepted       |
|            | <b>DELIVERY PERIOD (in months) REQUIRED BY BHEL (SUPPLY PORTION)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>1 Month</b> |
|            | <b>DELIVERY PERIOD (in months) OFFERED BY VENDOR (SUPPLY PORTION)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                |
|            | (b) E&C period :- Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C. E&C Period required by BHEL (in week)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>10 day</b>  |
|            | <b>E &amp; C PERIOD (in days) OFFERED BY VENDOR (E &amp; C PORTION)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                |
|            | However, while evaluating the offers, those offers which are not conforming the requested delivery period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation purpose 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Accepted       |
|            | <b>BHEL reserves the right to accept an offer not meeting the NIT / Enquiry delivery. However based on the scheme requirement, the Technically Suitable offerers would be requested to reduce their offered delivery schedule and in case if it is not meeting BHEL requirement or maximum limit considered by the Technical Committee, the offer may become liable for rejection.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            | Accepted       |
| <b>8.0</b> | <b>LIQUIDATED DAMAGES (LD):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |
|            | a) LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'.<br>The rate of LD 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).<br>The rate of LD 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 LD for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).                                                                                                                                                                                                                                                                                                                                                                                    | Accepted |
|             | In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value (Supply + E&C) for each individual machine.                                                                                                                                                                                                                                                                                                                                            |          |
|             | b) For the purpose of LD 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.<br>c) Loading on account of non-acceptance of LD for delayed Supply and/or E&C shall be as under:<br>In case any bidder is not accepting the above LD for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.                                                   |          |
|             | d) 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 levying LD, the date of shipment (LWB date) will be considered.                                                                                                                                                                                                                                                                                                                                                                                                           |          |
|             | <b>Loading Factor for non-acceptance of LD clause for delayed Supply and/or E&amp;C:</b><br>In case any bidder is not accepting the above LD clause for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.                                                                                                                                                                                                                |          |
| <b>9.0</b>  | <b>SHORT SUPPLY / WARRANTY REPLACEMENT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
|             | In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL for such short supplies shall be borne by the supplier.<br>Warranty Replacements during Guarantee period at supplier's cost on FOR BHEL Works basis.                                                                                                                                 | Accepted |
| <b>10.0</b> | <b>RISK PURCHASE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |          |
|             | 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 supplier 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.<br><b>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</b> | Accepted |
| <b>11.0</b> | <b>GUARANTEE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |
|             | Vendors shall provide a guarantee for 12 months from the date of commissioning of the equipment or 18 months from the date of supply, whichever is earlier. The date of LWB shall be taken as the date of supply.<br>Offers from vendors not accepting to the requested guarantee period are liable for rejection.                                                                                                                                                                           | Accepted |
| <b>12.0</b> | <b>REVERSE AUCTION (RA):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                   |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
|             | <p>BHEL reserves their right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA have been given in the 'General guidelines &amp; instructions to bidders' enclosed as a part of NIT / Enquiry. Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.</p> <p><b>BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.</b></p> | Accepted                          |
| <b>13.0</b> | <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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                   |
|             | Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                   |
|             | Designation:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                   |
|             | Email ID:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                   |
|             | Phone No.:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                   |
|             | Mobile No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                   |
|             | Fax No.:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                   |
|             | Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                   |
|             | <b>Weight &amp; Cubage of package:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                   |
|             | Approximate Net weight of the total consignment:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                   |
|             | Approximate Gross weight of the total consignment:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                   |
|             | Approximate volume of the total consignment:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                   |
|             | The vendor to provide Audited Balance Sheet & Annual Report signed by the Auditors (or) Bank Credit Statement signed by the Bankers for past consecutive four years (e.g. 2011- 12, 2012-13, 2013 - 14, 2014 - 15) from the date of tender opening.                                                                                                                                                                                                                                                                                                                                                                                               |                                   |
|             | <b>We have gone through and understood the 'General guidelines &amp; instructions to bidders for submitting offer' enclosed as a part of the NIT / Enquiry and confirm that our offer has been made in line with the same and the confirmations given in the above checklist supercede any other standard information provided in our quotation.</b>                                                                                                                                                                                                                                                                                              |                                   |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                   |
|             | <b>Signature with date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>(AFFIX OFFICIAL SEAL HERE)</b> |
|             | <b>Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                   |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                   |
|             | <b>(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |

**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 from the Books at 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

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.

Date

(Signature)

Name -

Membership number -

**Seal of Chartered Accountant**