



ISO 9001:2008, 14001:2004,  
50001:2011 & OHSAS 18000  
MAHARATNA COMPANY

**MATERIAL MANAGEMENT (PURCHASE)  
CENTRAL FOUNDRY FORGE PLANT, BHEL HARDWAR**

RANIPUR, HARIDWAR (INDIA) – 249403

Phone No.+91-1334-281277/284548, FAX No. .+91-1334-225892

**e-mail :kishore.raj@bhel.in; anuragkk@bhel.in; kumar.ranjan@bhel.in**

**Sub: Open Tender Enquiry No: 3003P/371/8/0165P1**

Dear Sir,

We are pleased to invite offer in **Three PARTS strictly** as per enclosed specifications & terms and conditions for the under mentioned items.

| Tender No.                | Description of Equipment        | Qty. (No.) | Tender Opening date and time | EMD (Earnest Money Deposit)                                            |
|---------------------------|---------------------------------|------------|------------------------------|------------------------------------------------------------------------|
| <u>3003P/371/8/0165P1</u> | JAW CRUSHER WITH SAMPLE DIVIDER | 01         | 13.08.2018 at 2:00 PM (IST)  | Rs. 40000.00 (Rs. Forty Thousand only) or equivalent foreign currency. |

Kindly read terms and conditions carefully, offer not in accordance with the instructions is liable to be disqualified or ignored.

Please visit [www.bhel.com](http://www.bhel.com) or [www.bhelhwr.co.in](http://www.bhelhwr.co.in) for more details & corrigendum if any for the tender enquiry.

01. Offers are to be submitted at below mentioned address

**Tender Box (Tender Room)  
Purchase Department,  
Central Foundry Forge Plant  
Bharat Heavy Electrical Limited  
Haridwar – 249403, Uttarakhand**

02. Tender opening date and time is indicated as above. Tenders in two part in line with 'Instruction to Bidders' is required to be submitted on or before due date. On due date, tender can be submitted up to 1.45 PM and will be opened at 2.00 P.M. on same date in the Tender Room of Material Management Department, CFFP/BHEL, Haridwar.

03. BHEL will not be responsible for any type of postal delay. Please note that late offers shall not be accepted

04. Unregistered vendors have to fill the SRF (Supplier Registration Form) of their company **online** at our website [www.bhel.com](http://www.bhel.com) or [www.bhelhwr.co.in](http://www.bhelhwr.co.in) .They can fill the SRF of their company at this link: <https://supplier.bhel.in/>

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

06. Other terms and conditions tender will be as per following attached tender documents:

- Tender Enquiry
- Annexure I of commercial terms.
- Annexure II of BG Format.
- Annexure III of Consortium Bank List.
- Annexure IV, Indian agents of foreign suppliers.
- Annexure D for e-payment format.
- Annexure -E of Price Bid Format
- Technical Specification No. CFF/SFQC-23 REV 00 Dated 15.05.2018

**NOTE:**

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

Thanking You,

Yours Faithfully,

For & On behalf of CFFP, BHEL, Hardwar

(Raj Kishore)

Sr. Manager (Purchase)

**Note:** Corrigendum if any shall not be published, kindly refer websites for any changes.

**Instruction to bidders**

**Clause 1.0:**

The tenders shall be submitted in **Three parts** {Part I Techno -Commercial Bid, Part II Price Bid & Part III EMD} as described below on or before the due date.

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

The bidders (Originals Manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. **Unsigned bids shall be ignored.**

However, the suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable.

**Clause 1.1: PART-I (TECHNO-COMMERCIAL BID)** shall comprise of following documents:

- a) Complete Technical offer
- b) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- c) Acceptance of commercial terms by vendor as per **Annexure I**.
- d) Deviation with reference to specification to be laid down on separate sheet.

Cost of deviation is to be submitted along with the price bid essentially, in case vendor withdraws the deviation clauses the same will be considered for final evaluation,

- e) Copy of price Bid (**without prices**) as per **Annexure 'E'**, this should be replica of part II bid without price.
- f) The rating of the company quoting for this tender from a third party (independent agency) preferably by M/S Dun and Bradstreet should be submitted. (DUN NUMBER). Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years.
- g) Any additional documents (please specify).

## **Clause 1.2: PART-II (PRICE BID)**

The price Bid (with price) to be submitted as part II, for the complete scope strictly as specified in the price Format attached as Annexure- E.

Prices are to be indicated in both figures and words. In case of any discrepancy of value the prices quoted in words shall be considered for evaluation and establishing L1 status in line with clause no. 4.

If price bid is not submitted along with the technical bid, the offer will be rejected outrightly.

### **Clause 1.2.1**

**a) Foreign Suppliers:** The prices are to be quoted on CIF, Nhava Sheva Port, India (Sea). The bidder who quotes on other than CIF Nhava Sheva port basis then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port, against the enquiry/freight rate available with BHEL. Further non-availability of ship will not be accepted for rescheduling or waiver of penalties.

**b) Indigenous suppliers:** Vendors to quote rates on FOR destination (BHEL / CFFP Haridwar) basis. Freight and transit insurance will be borne by vendor. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website [www.bhelhwr.co.in](http://www.bhelhwr.co.in). If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.

**c)** Applicable Taxes & duties and any other statutory levy should be indicated separately and clearly in the quotation.

**d)** The comparison between foreign and indigenous bids shall be done based on the **Total** Landed price basis (FOR Destination,CFFP).

**e)** Delivery: In case, delivery not possible to meet as per tender, earliest possible delivery may please be quoted.

### **Clause 2.1:**

PART-I containing **techno-commercial part** and part-III containing **EMD** will be opened on the date and time specified in the covering letter, in the presence of those **vendors**, who wish to attend **the tender opening**. Offer should be complete in all respect (i.e. Part-I, Part-II and Part-III )

**Clause 2.2: First part III containing EMD will be opened, in case same is found in order then only part I containing techno-commercial bid will be opened.**

### **Clause 2.2.1:**

The part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders whose techno-commercial bid is found acceptable.

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

**Clause 3.1:**

The following shall be superscribed on the envelopes:

**1. PART-I**

1. TENDER NO. AND ITEMS DESCRIPTION.
2. DUE DATE FOR OPENING.
3. "TECHNO-COMMERCIAL BID PART-I"

**2. PART-II**

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

**3. PART-III**

**EMD: Details of Drafts attached (Amount, No, Bank, Branch, Issue date)**

**Clause 3.2:**

The part-I, part-II and part-III shall be individually sealed and superscribed as indicated above and shall be enclosed further in the envelope duly sealed and superscribed as:

"TENDER FOR (ITEM NAME) AGAINST TENDER NO. ----- DUE ON -----  
CONTAINING PART-I, PART-II & PART III OF THIS OFFER." Vendor's full name and address should be clearly mentioned on the envelope.

**Clause 3.3:**

Envelopes not marked as above are liable to be ignored and may not be opened.

**Clause No 4:** If any discrepancy in Words & Figures found in quoted price bid, following is to be followed.

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

**Clause No. 5:** As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, One agent cannot represent two or more suppliers or quote on their behalf in a particular tender.

If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further such Indian Agents are likely to be de-listed from BHEL/ action will be taken against such Agent as per company policy.

Thanking You,

Yours faithfully,

For & on behalf of CFFP BHEL, Hardwar.

(Raj Kishore)  
Sr. Manager (Purchase)



AA- 17001

# निविदा सूचना TENDER ENQUIRY

## भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Ltd.

सेन्ट्रल फाउन्ड्री फोर्ज प्लांट-हरिद्वार - 249403 (भारत)

Central Foundry Forge Plant, Haridwar - 249403 (INDIA)

Phone : (0091) 01334 - 281639, 281385, 285336 Fax : 01334 225892/ 226458

TIN No. : 05001763485

C.S.T. No. : HR-5018287 Dt. 16-03-1995

|                               |                      |             |            |
|-------------------------------|----------------------|-------------|------------|
| निविदा सूचना सं. ENQUIRY NO.★ | 3003 P/ 371/8/0165P1 | दिनांक Date | 19-07-2018 |
|-------------------------------|----------------------|-------------|------------|

कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

M/S. ::

DUEDATE

13-08-2018

INDIA

Vendor Code

09285

| SL | MATERIAL CODE<br>ITEM DESCRIPTION | QUANTITY | UNIT | LOTNO | LOT DELIVERY<br>QTY SCHEDULE |
|----|-----------------------------------|----------|------|-------|------------------------------|
|----|-----------------------------------|----------|------|-------|------------------------------|

1 FF4210618233  
JAW CRUSHER WITH SAMPLE  
DIVIDER  
SPECIFICATION NO. :  
CFF/SFQC-23 DATED: 15.05.18  
SPEC: CFF/SFQC-23 REV: 00

Delivery schedule as  
per Annexure-I

राम बिहारी  
19/7/18

**\*\* IMPORTANT:** This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

**Standard Instructions:**

TEST CERTIFICATE REQUIRED.

GUARANTEE CERTIFICATE REQUIRED.

PRE-INSP AT YOUR WORKS PRIOR DESP.

BASIC RATES, TAXES DUTIES SEPERATELY

INSP AFTER RECPT AT CFFP.

**Special Instructions:**

01. ATTACHMENT :

- ANNEXURE-1 OF COMMERCIAL TERMS.
- ANNEXURE II OF BG FORMAT.
- ANNEXURE III OF CONSORTIUM BANK LIST.
- ANNEXURE IV, INDIAN AGENT OF FOREIGN SUPPLIERS.
- ANNEXURE D FOR E-PAYMENT FORMAT.
- ANNEXURE E OF OF PRICE BID FORMAT.
- TECHNICAL SPECIFICATION NO. CFF/SFQC-23 REV 00 DATED 15.05.2018

02. EARLY DELIVERY ACCEPTABLE.

**General Instructions:**

1. Please submit authorization letter (format enclosed) for facilitating e-payment/electronic transfer of funds

Page No

1

★ महत्वपूर्ण: कृपया कोटेशन देने से पूर्व पीछे दिए गये अनुदेशों को ध्यानपूर्वक पढ़िये।

IMPORTANT : PLEASE READ CAREFULLY THE INSTRUCTIONS GIVEN ON REVERSE BEFORE QUOTING

Phone : (0091) 01334 - 281639, 281385, 285336 Fax : 01334 225892/ 226458

TIN No. : 05001763485  
C.S.T. No. : HR-5018287 Dt. 16-03-1995

|                               |                      |             |            |
|-------------------------------|----------------------|-------------|------------|
| निविदा सूचना सं. ENQUIRY NO.★ | 3003 P/ 371/8/0165P1 | दिनांक Date | 19-07-2018 |
|-------------------------------|----------------------|-------------|------------|

कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

MATERIAL CODE QUANTITY UNIT LOTNO  
ITEM DESCRIPTION

- 100% payment within 30 days after receipt & acceptance of material at CFFP BHEL, Hardwar through e-payment.
- CFFP/BHEL RESERVES THE RIGHT TO PRE-INSPECT THE MATERIAL AT VENDOR'S WORKS / GODOWN/ PREMISES BEFORE DESPATCH.
- ORIGINAL MANUFACTURER'S TEST CERTIFICATE IS REQUIRED ALONG WITH DESPATCH DOCUMENTS. IN CASE SUPPLIES ARE FROM TRADERS, IT SHALL BE THE RESPONSIBILITY OF THE TRADER TO PROVIDE ORIGINAL MANUFACTURER'S TEST CERTIFICATE WITH LINKAGE TO TRADER'S INVOICE STATING BATCH NO.
- CFFP/BHEL Reserves the right to procure from more than one vendor.
- Please quote prices in figures & words both. In case the prices quoted in words and figures are different, the values indicated in words will be considered for evaluation & establishing Ll status.
- 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 suspected immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.
- The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on web site [www.bhel.com](http://www.bhel.com)
- In case of rejection of material after receipt at CFFP, vendor / supplier is rejected material at their cost within 45 days from the date of rejection memo / note.
- If vendor / supplier fails to take back the rejected material from CFFP within 90 days from the date of rejection memo / note, CFFP has the right to dispose off the rejected material at the risk & cost of the vendor / supplier and no further claim for the rejected material will be entertained.
- Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

राज किशोर  
RAJ KISHORE  
SR. MANAGER

19/7/18

**QUALITY MANAGEMENT**  
**CFFP , BHEL , HARIDWAR**

**Sub : PQC for Jaw crusher Indent No 20180165**

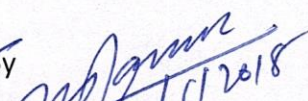
- 1) Vendors should have supplied and commissioned at least one similar instrument or higher capacity in the last five years (on the date of opening of tender) to any organization in India and such instrument has been presently working satisfactory for more than one year after commissioning (on the date of opening of tender) and have Performance Certificate of the same from the above mentioned customers .
- 2) The following information should be submitted by the Vendor about the company (s) where similar instruments have been supplied.
  - a) Complete postal address of the customer.
  - b) Month & year of commissioning.
  - c) Broad specification of the instrument (s).
  - d) Name and designation of the contact person of the customer.
  - e) Phone, FAX no. and e-mail address of the contact person of the customer.
- 3) Supplier should be either manufacturer of instruments or authorized dealer of OEM, having authorization letter.
- 4) Vendor should be capable to provide spares of the supplied equipment.
- 5) Vendor should have capability in India (preferably in northern region ) for providing after sales maintenance and services . Vendor should be capable to provide services for breakdown within 48 Hours of intimation .
- 6) Vendor shall submit all documents in English and will correspondent in English .

  
9/11/18  
(Sanjay Hembrom )

-Checked By

  
9/6/18

-Approved By

  
11/6/2018

**Commercial Terms****Annexure: I****Item** - Jaw Crusher With Sample Divider**Qty** - 01 No.

Confirmation/comments on the conditions given below are mandatory. Please confirm the following or else your offer is liable to be rejected.

| Sr. No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Vendor Confirmation |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1       | Material shall be supplied as per tender enquiry no 3003 P/ 371/8/0165P1 in all respects without any deviation. Point wise reply / confirmation of attached specification no. CFF/SFQC-23 Rev 00 dated 15.05.2018 is required to be submitted along with offer.                                                                                                                                                                                                                                                                                                                        |                     |
| 2       | <b><u>Pointwise confirmation of PQC of Jaw Crusher with Sample Divider is required along with offer.</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |
| 3       | Instrument shall be guaranteed for good working for at least two years from the date of commissioning. If the instrument remains out of order during this period, guarantee period will stand extended for double the corresponding period. If any defect / breakdown is noticed during guarantee period, it will be rectified by supplier free of cost.                                                                                                                                                                                                                               |                     |
| 4       | <b>Pre dispatch inspection (PDI)</b> Indigenous suppliers should give Pre-Dispatch Inspection (PDI) call at least 7 days in advance and foreign suppliers should give PDI call at least 45 days in advance. If supplier fails to give pre-inspection call with in stipulated time, this will not be a reason of penalty waiver or delivery extension.<br>However Final inspection will be done after receipt of material at CFFP, BHEL, Haridwar.<br>Note : Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL. |                     |
| 5       | <b>Delivery Term:</b><br><b>a) For Indian supplier:</b> FOR Destination basis, destination being Stores/CFFP/BHEL Haridwar.<br><b>b) For Foreign supplier:</b> Delivery CIF, Mumbai: - Date of B / L.<br><br>Quoted rate should be inclusive of the charges like freight, insurance, packing & forwarding etc. for the delivery term given above or else proper loading.                                                                                                                                                                                                               |                     |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 6  | <p><b><u>Payment Terms:</u></b></p> <p><b>Indigenous Supplier:</b> 80% payment of Supply value plus 100% Taxes &amp; Duties shall be made within 45 days from the date of receipt of material at CFFP / BHEL. Balance 20% of Supply value will be paid after commissioning of equipment and on receipt of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total purchase order (P O) value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.</p> <p><b>For foreign supplier:</b> 80 % Payment of Supply value plus 100% Taxes &amp; Duties shall be made through USANCE L/C (Ist) on 70th day of bill of lading date ( B/L date) and balance 20% of supply value of purchase order will be paid through L/C ( IInd) after commissioning of equipment and on receipt of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO value in the prescribed Format. The PBG confirmation charges shall be borne by vendor .</p> <p>First L/C will be opened by CFFP BHEL before 2 months from scheduled delivery of PO and after receipt of Contract Execution Bank Guarantee and Order Acceptance.</p> <p>Second L/C will be opened 15 days prior to the scheduled and confirmed arrival of the technicians of supplier with their names and details for Commissioning at CFFP BHEL Haridwar.</p> <p><b>Note :</b> Any deviation, in Payment Terms by bidder w.r.t. tender conditions following loading shall be applicable:</p> <p>(a) Base rate of SBI (as applicable on the date of bid opening: Techno commercial bid opening in case of two part bids) + 6 %, shall be considered for loading for the period of relaxation sought by bidders..</p> <p>(b) On account of payment through LC, Bank charges shall also be loaded for the deviation in</p> <p>(i) opening of LC by BHEL and</p> <p>(ii) period and amount of LC w.r.t. above NIT terms.</p> |  |
| 7  | <p><b><u>PBG terms:</u></b> Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format value for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO value. The PBG confirmation charges shall be borne by vendor.</p> <p><b>Note :</b> In case of foreign vendors if some indigenous supply is involved then Performance Bank Guarantee shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 8  | <p><b><u>Currency of offer:</u></b></p> <p><b>Indian Vendor:</b> Only in Indian Rupee.</p> <p><b>Foreign Vendor:</b> Only in USD /EURO / POUND STERLING/YEN.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 9  | <b><u>Validity of offer:</u></b> Minimum 180 days from tender opening date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| 10 | Prices shall be firm till execution of Order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 11 | Provide name of contact person, mobile no. & email address.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| 12 | <p><b><u>Penalty for delay in Supply and Erection and Commissioning (E&amp;C) :</u></b></p> <p>Penalty on delay in 'Supply' and/or 'E&amp;C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&amp;C'.</p> <ul style="list-style-type: none"> <li>- The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value ( supply + E&amp;C) subject to a maximum of 10% of total PO value.</li> <li>- The rate of penalty for delayed E&amp;C shall be @ 0.5% per week of delay of total PO value (Supply +E&amp;C) in E&amp;C subject to a maximum of 10% of total PO value (Supply + E&amp;C).</li> <li>- Maximum penalty for delay in Supply and E&amp;C together shall be limited to 15% of total PO value (Supply + E&amp;C).</li> <li>- For calculating Late Delivery penalty delivery date shall be considered as per following: <ul style="list-style-type: none"> <li>a . Indigenous Suppliers: Delivery FOR Destination:- Date of receipt at BHEL Hardwar.</li> <li>b . Import Supply: Delivery CIF, Mumbai :- Date of B / L.</li> </ul> </li> </ul> <p><b>Note :</b></p> <ul style="list-style-type: none"> <li>- In case any bidder is not accepting the above penalty for delayed Supply and/or E&amp;C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.</li> <li>- In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.</li> </ul>                                                                                                                                                                                                                                                                                                                              |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 13 | Replica of price bid ( <b>without price part</b> ) required along with technical offer.                                                                                                                                                                                                                                                                                                                                               |  |
| 14 | <b>Settlement of Disputes:</b><br><b>For Foreign Vendors:</b> Settlement of disputes through arbitration shall be in accordance with Arbitration Rules of Conciliation and Arbitration of the ICC, Paris. The venue of arbitration shall be Delhi. The courts of Delhi shall have exclusive jurisdiction.<br><b>For Indigenous Vendor:</b> The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction. |  |
| 15 | <b>Delivery</b> of material will be required - within <b>03 months</b> from the date of purchase order.                                                                                                                                                                                                                                                                                                                               |  |
| 16 | <b>Erection &amp; commissioning (E&amp;C)</b> period for equipment at CFFP- <b>within 30 days from date of intimation to supplier by CFFP</b>                                                                                                                                                                                                                                                                                         |  |
| 17 | Unregisterd vendors have to fill SRF ( Supplier Registration Form) of their company online at our website <a href="http://www.bhel.com">www.bhel.com</a> or <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a> . They cn fill the SRF of their company at this site link : <a href="https://supplier.bhel.in/">https://supplier.bhel.in/</a>                                                                                    |  |
| 18 | BHEL will prefer to deal directly with foreign vendor/ original manufacturer. In case, vendor engages any Indian agent or take service of any Indian agent, copy of agent agreement required along with offer in line with Annexure-IV attached.                                                                                                                                                                                      |  |
| 19 | <b>Risk Purchase:</b> In case of delayed/defective supplies or non-fulfillment of any other terms & conditions given in the purchase order, the purchaser may cancel the purchase order and may also make the purchase of such material at the risk & cost of supplier.                                                                                                                                                               |  |
| 20 | <b>Conditions for opening of Price :-</b><br><b>As per Reverse Auction clause attached along with tender documents. Kindly read the same carefully and provide your acceptance for the same.</b>                                                                                                                                                                                                                                      |  |
| 21 | a) Intending vendor must submit/deposit the requisite <b>EMD of Rs 40000.00/- (Rupees Forty Thousand Only)</b> in the form of Cash (as permissible under Income Tax Act) /Pay order/ Demand draft/ e-payment only (cheque/ Bank Guarantee are not acceptable) while submitting the tender documents as detailed in "Instruction to Bidders".                                                                                          |  |
|    | b) Supplier must enclosed scanned copy of (Cash receipt/Pay order/Demand Draft or E-payment transaction detail) submitted as EMD drawn in favour of CFFP/BHEL Haridwar, at e-procurement portal with their offer and hadrd copy of Cash receipt/Pay order/Demand Draft or E-payment transaction detail shall be submitted by vendor to CFFP,BHEL Haridwar, before techno-commercial bid (part -1 bid) tender opening date.            |  |
|    | c) All Central/State-PSUs/Govt. departments/Mircro and Small Enterprises are exempted from submission of EMD.                                                                                                                                                                                                                                                                                                                         |  |
|    | d) <b>EMD</b> by the Tenderer will e forfeited if, the successful bidder/vendor refuses to honour the order after award of the same on hid and /or withdraws hid bid and/or unilaterally changes the offer and/ or any of its terms & conditions within the validity period.                                                                                                                                                          |  |
|    | e) <b>EMD</b> give by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI PO by successful Tenderer. The EMD of successsful bidder shall be returned after acceptance of Purchase Order & after submisison of Contract execution bank Guarantee (CEBG)                                                                                                                                                          |  |
|    | f) <b>EMD</b> shall not carry any interest.                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 22 | - In case any column is left blank, it shall be deemed to be accepted by vendor.<br>- If any difference is found for any term and condition in the offer and this annexure "I", the terms quoted in this annexure 'I' shall be deemed as final and binding on vendor.<br>- Evaluation shall be on the basis of delivered cost at CFFP(i.e.) "Landed cost Input Tax Credit (ITC)"                                                      |  |
|    | <b>Note:</b> Attach separate sheet for additional information if necessary. The above terms & conditons supersedes the terms & conditions found contradictory writtenelse where in the tender enquiry.                                                                                                                                                                                                                                |  |

**Price bid Format****Annexure- E**

| Sr.No. | Parameters                                                                                                       | Cost per unit  |
|--------|------------------------------------------------------------------------------------------------------------------|----------------|
| 1      | Main Equipment cost complying all parameters of technical specification. No. CFF/SFQC-23 REV 00 dated 15.05.2018 | .....          |
| 2      | Installation & commissioning charges (min 5% of equipment cost )                                                 |                |
| 3      | Freight and transit insurance charges upto CFFP, BHEL, Haridwar Stores                                           |                |
| 4      | Applicable Taxes and duties.                                                                                     | GST.....       |
|        |                                                                                                                  | Any other..... |

**NOTE:**

|           |                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A.</b> | Copy of this sheet <b>without actual price of sl no. 1 above</b> must be submitted alongwith techno-commercial offer.                                                                                                                                                                                                                                                                     |
| <b>B.</b> | 1. <b><u>For Indian Suppliers</u></b> :- Indian Vendor has to quote their rate on FOR, CFFP, BHEL, Haridwar Basis.                                                                                                                                                                                                                                                                        |
|           | 2. <b><u>For Foreign suppliers</u></b> :- Foreign Vendor has to quote their rate on CIF Nhava Sheva port, India basis.<br>For Freight & transit insurance from Nhava Sheva to CFFP, BHEL, Haridwar, offer of Foreign supplier will be loaded as per rate contract of BHEL , haridwar for Freright & insurance for purpose of calculating landed rate of supplier at CFFP, BHEL, Haridwar. |

Signature with seal of company.