बी एच ई एल
BHEL
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 : kraj@bhelhwr.co.in; ranjank@bhelhwr.co.in

Sub: Open Tender Enquiry No: **3406P/360/7/0289F1**

Dear Sir,

We are pleased to invite offer in **TWO 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)
3406P/360/7/0289F1	**Renovation of 2650T Forging Press**	**01**	**14.12.2017 at 2:00 PM (IST)**	**Rs. 200000.00 (Rs. Two Lakh Only) or equivalent foreign currency**.

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

Please visit www.bhel.com or 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 or 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 C '**Instruction to bidders'**
- Annexure I of commercial terms.
- Annexure II of BG Format.
- Annexure III of Consortium Bank List.
- Guidelines for Foreign vendors.
- Guidelines for Indian vendors
- Annexure D for e-payment format.
- Annexure -E of Price Bid Format
- Technical Specification No. FF:17:MFG:RC:EMP:04
- Integrity pact

07. Integrity Pact is applicable for this tender enquiry. Vendor has to submit duly filled, signed and stamped copy of Integrity Pact along with their offer.

Offer of vendor will not be considered in this tender enquiry if duly filled, signed and stamped copy of Integrity Pact is not submitted by vendor.

Details of IEM are as follows:-

Sh. D.R.S. Chaudhary,
Ex-IAS,
E-1/164 Arera Colony,
Bhopal 462016.

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.

ANNEXURE - C

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.

- **The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored**.
- 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 out rightly.

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. 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

CFFP

निविदा सूचना
TENDER ENQUIRY

भारत हैवी इलैक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd
सेन्ट्रल फाउन्ड्री फोर्ज प्लांट– हरिद्वार – २४९४०३ (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.*	3406 P/ 360/7/0289F1	दिनांक Date	23-11-2017

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

M/S. :: DUEDATE 14-12-2017

::

: Vendor Code 09285

INDIA

SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT QTY	DELIVERY SCHEDULE
1	FF8111260628 RENOVATION AND RETROFITTING WORK OF ELECTRICAL AND ELECTRONIC CONTROL SYSTEM ALONG WITH HYDRAULICS OF 2650T FORGING PRESS IN MEDIUM FORGE SHOP AS PER SPECIFICATION NO: FF:17:MFG:RC:EMP:04.	1	NO			

** 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:
GUARANTEE CERTIFICATE REQUIRED.
BASIC RATES, TAXES DUTIES SEPERATELY
ERECTION/COMM REQ AT SITE.

Special Instructions:
GURANTEE/WARRANTY 12 MONTHS FROM DATE OF COMMISSIONING.
DISMANTLING, SUPPLY, E&C UNDER THE SCOPE OF VENDOR AS PER SPECIFICATION.
VENDORS ARE ADVICED TO VISIT THE SITE BEFORE SUBMITTING THE OFFER.
PRE DISPATCH INSPECTION REQUIRED AT VENDOR WORKS.
FINAL INSPECTION WILL BE DONE AT CFFP, BHEL, STORE.
EARLY DELIVERY ACCEPTABLE.
ATTACHMENTS:
- ANNEXURE C 'INSTRUCTION TO BIDDERS'
- ANNEXURE I OF COMMERCIAL TERMS.
- ANNEXURE II OF BG FORMAT.
- ANNEXURE III OF CONSORTIUM BANK LIST.
- GUIDELINES FOR FOREIGN VENDORS.
- GUIDELINES FOR INDIAN VENDORS.
- ANNEXURE D FOR E-PAYMENT FORMAT.

23/11/17

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

CFF
AA-17001
भारत हैवी इलैक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd
सेन्ट्रल फाउन्ड्री फोर्ज प्लांट– हरिद्वार – २४९४०३ (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
TENDER ENQUIRY

निविदा सूचना सं. ENQUIRY NO.*	3406 P/ 360/7/0289F1	दिनांक Date	23-11-2017

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

MATERIAL CODE	QUANTITY	UNIT	LOTNO

ITEM DESCRIPTION

- ANNEXURE -E OF PRICE BID FORMAT.
- TECHNICAL SPECIFICATION NO. FF:17:MFG:RC:EMP:04.
- INTEGRITY PACT.

General Instructions:

1. Please submit authorization letter (format enclosed) for facilitating e-payment/electronic transfer of funds
2. 100% payment within 30 days after receipt & acceptance of material at CFFP BHEL, Hardwar through e-payment.
3. CFFP/BHEL RESERVES THE RIGHT TO PRE-INSPECT THE MATERIAL AT VENDOR'S WORKS / GODOWN/ PREMISES BEFORE DESPATCH.
4. 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.
5. CFFP/BHEL Reserves the right to procure from more than one vendor.
6. 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 L1 status.
7. 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

*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.

8. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

राज किशोर 23/11/17
RAJ KISHORE
SR. MANAGER

★ महत्वपूर्ण : कृपया कोटेशन देने से पूर्व पीछे दिए गये अनुदेशों को ध्यानपूर्वक पढ़िये।
IMPORTANT : PLEASE READ CAREFULLY THE INSTRUCTIONS GIVEN ON REVERSE BEFORE QUOTING

Qualification/ Eligibility:

The Quotation should be from the supplier who has the Minimum Qualification Requirements as below: (The documentary evidence of bidder's qualifications to bid shall establish to the BHEL's satisfaction that the bidder has the required experience and qualification to perform the contract. The contractor must ensure their eligibility against pre-qualification criteria before submitting tender.)

1) The bidder shall have designed, engineered, supplied, erected, commissioned, **or** reconditioned/modernized Hydraulic Forging Press of capacity of 2000 Tons or above size in India or abroad during last seven years which are ending last day of month previous to the one in which applications are invited & successful operation for a period of not less than 2 years. The date of completion of above work shall be taken for accounting of period. *The bidders shall furnish the names of such projects, year of order, time of completion, scope of work, customer name & contact details, estimated project value, direct contact number .A copy of purchase order/work order along with completion certificates must be submitted.* In case the currency is not INR, the same shall be converted to INR as per TT selling rate of SBI on the date of purchase order/work order.

2) Vendor should have established quality assurance systems to achieve high levels of equipment reliability, both during the manufacturing and the field installation activities. The vendor has to submit ISO 9001 certificate **or** its equivalent from an internationally recognized agency.

3) The bidder should have adequate financial capability to meet the financial obligations pursuant to the scope of the work. The bidder shall submit copies of their profit and loss accounts and balance sheets for the last three years(in case of language other than English bidder will be required to submit duly certified English translated copy). The Vendor must submit the annual reports giving the audited profit or loss account and balance sheet for last three financial years with year ending 31.03.16.

4) Average Annual financial turnover during the last 3 years ending 31st March (or whenever the financial year is ending in the country of the bidder) of the previous financial year, should be at least INR **162 lakhs (16.2 million rupees).** Vendor is to submit the balance sheets of previous financial years for the same. The balance sheet(s) submitted should be audited by a competent auditor of the respective country and have a translated (to English) copy duly attested. In case the currency is not INR, the same shall be converted to INR as per TT selling rate of SBI on the date of tender opening (PART I Bid).

5) Experience of having successfully completed similar works (As per 1 above) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

Three similar completed works costing not less than INR 217.00Lakhs (21.7 Million Rupees) each.

Or

Two similar completed works costing not less than INR 270.00Lakhs (27 Million rupees) each.

Or

One similar completed works costing not less than INR 433.00Lakhs (43.3 Million Rupees)

6) Consortium may be considered with consortium agreement that may be formed on or before the date of tender opening. Consortium will only be considered for the qualification of the technical portion of PQC that is clause (1) as above. All the other terms and conditions (other than clause no. (1)) of PQC must be fulfilled by the lead partner of the consortium. The partner who has the major portion of the scope of work as per the tender will be the lead party of the consortium. BHEL will only communicate with the lead vendor/party, who will be responsible for the overall completion of the project.

ANNEXURE – I

COMMERCIAL TERMS	Vendor Acceptance
1. Payment terms: Indigenous Supplier: 80% payment of Supply value plus 100% taxes shall be made within 45 days from the date of receipt of material at CFFP / BHEL. Balance 20% of Supply value of purchase order plus 100% of erection & commissioning (E&C) value of purchase order will be paid after sucessful 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. **For foreign supplier:** 80% Payment of Supply value plus 100% taxes 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 plus 100% of erection & commissioning (E&C) value of purchase order will be paid through L/C (IInd) after sucessful 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 . 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. 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 E&C at CFFP BHEL Haridwar. **Note :** Any deviation, in Payment Terms by bidder w.r.t. tender conditions following loading shall be applicable: (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.. (b) On account of payment through LC, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. above NIT terms.	
2. Contract Execution Bank Guarantee (CEBG) : Vendor has to submit Contract Execution Bank Guarantee for 10% of the total PO value (supply) in the currency of order within 30 days from the date of purchase order (but before LC opening in case of foreign vendors) in the form of Bank Guarantee in BHEL prescribed format from BHEL consortium bank or from a reputed bank and confirmed by any consortium bank of BHEL valid up to 30 days from the date of commissioning of equipment at CFFP / BHEL. If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with BHEL's extant guidelines for Suspension of Business dealings with Suppliers. Note : In case of foreign vendors if some indigenous supply is involved then Contract Execution Bank Guarantee shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.	
3. PBG terms	
Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid 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. Note : 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.	
4. CURRENCY OF PAYMENT FOR FOREIGN VENDORS : (Euro / Dollar / YEN & GBP)	
5 . **For indigenous supply** the currency shall be Indian Rupees.	
6. ERECTION AND COMMISSIONING VALUE : E&C value should be quoted separately by bidders. In case where quoted value of E&C is less than **10% of basic Equipment cost** or separate E&C values are not mentioned in the offer, value for E&C portion shall be considered **10 % of basic Equipment cost** & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment.	
7. Time period for Supply and E&C :	
Delivery period required by BHEL - **10 Months from Purchase Order (Including drawing approval & Pre Dispatch Inspection)**	
Readiness of site by CFFP for E&C - **within 03 months after receipt of complete material at CFFP**	
Dismentaling and Erection & Commissioning by supplier - **03 Months from date of handing over of site by CFFP to vendor for start of work.**	
8. ORDER ACCEPTANCE : Contract Execution Bank Guarantee and order acceptance **(ink-signed**) will be submitted within 30 days from the date of PO.	
9. Submission of Bank Guarantee :	
All bank guarantees i.e CEBG as well as performance bank guarantee should be from one of the BHEL consortium banks (annexure-III) and the bank guarantees should be in the proforma as prescribed by BHEL (annexure-II). BGs shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor.	

10. Penalty for delay in Supply and Erection and Commissioning (E&C) : Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'. - The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (supply + E&C) subject to a maximum of 10% of total PO value. - The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply +E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). - Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C). - For calculating Late Delivery penalty delivery date shall be considered as per following: **a . Indigenous Suppliers:** Delivery FOR Destination:- Date of receipt at BHEL Hardwar. **b . Import Supply:** Delivery CIF, Mumbai :- Date of B / L. Note : - In case any bidder is not accepting the above penalty 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. - In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. **Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHE**L. ***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.***	
11. Settlement of Disputes:	
For Foreign Vendors: 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.	
For Indigenous Source: The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction	
12. **Authorization for pre-inspection:** BHEL is authorized to pre inspect the material at vendor's works. The material will be dispatched only after getting clearance from BHEL.	
Indigenous suppliers should give Pre-Dispatch Inspection (PDI) call at least **30 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.	
Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL	
13. Drawing / data approval :	
Any drawing / data approval required from BHEL after placement of order Shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable. **All the drawing, data and BOM alongwith supporting document will be approved by BHEL within 30 days after receipt of complete drawing , data and BOM along with supporting documents from supplier at CFFP,BHEL,Haridwar.**	
14. Drawing / design / information use:	
The vendor will have to give an undertaking that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.	
15. Delivery of the equipment:	
Delivery must essentially be CIF Mumbai Sea port for import and FOR BHEL Haridwar for indigenous. Sea freight charges for import and freight charges for indigenous items must essentially be quoted and indicated separately in price bid.	
16. 5 <u>Sets of O&M Manual:</u>	
5 Sets of Operation & Maintenance Manual shall have to be supplied by supplier along with the equipment. Final payment will be released only after receipt of the required documentation (No of sets if mentioned in technical specification then same will prevail).	
17. Training:	
Vendor shall provide required training to BHEL personnel free of cost.	
18. Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
19. Import Supply: a. Phyto-sanitary Certificate essential for packages (Wooden)	
b. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerece with dispatch documents	
20. Validity: Validity of the offer should be 180 days from tender opening date.	
21. Bank Charges: Bank Charges on either side or your prices will be loaded suitably.	

22. Conditions for opening of Price:- As per Reverse Auction clause attached along with tender documents. Kindly read the same carefully and provide your acceptance for the same.	
23. L1 price will be decided on landed cost to CFFP, BHEL basis. Equipment cost , recommended mandatory spares and tools & tackles along with E & C, training, proving etc will form part for deciding L1 price. ** For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (part –I bid in case of two part bid) shall be considered in case of foreign supplier.	
24. Price bid should clearly indicate separately the basic cost of Equipment, Mandatory spares cost (of technical specification), E&C charges and applicable taxes . **Replica of price bid Annexure E** (**copy of price bid without price part**) to be submitted alongwith techno commercial bid.	
25. Price is required to be quoted both in figures and words. In case of difference between figures & words, quote given in words will prevail and will be final.	
26. Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address	
27. **Foreign Suppliers:** Dispatching port & Country to be mentioned essentially	
28. Total weight - Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)	
29. Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier.	
30. Performance Guarantee/ Warranty : Guarantee /Warrantee for period of 12 months from the date of commissioning is required.	
31. Unregistered vendors have to fill the SRF (Supplier Registration Form) of their company online at our website www.bhel.com or www.bhelhwr.co.in .They can fill the SRF of their company at this link: https://supplier.bhel.in/	
32. Foreign suppliers and their Indian agent (If any) must comply with the terms and condition given in annexure -IV.	
33. a) Intending vendors must remit the requisite EMD of Rs 200000.00/- (Rupees Two Lakh Only) 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) Part-1 bid shall be opened of those vendors **ONLY WHO HAVE SUBMITTED EMD drawn in favor of CFFP / BHEL Hardwar, IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD ")** on the due date in the presence of authorized representatives of the bidders who may like to be present . The authorized representative should bring authorization letter from their principals for attending the bid opening.	
c) All Govt. of India / Central & State PSUs / State Govt. entities / Micro and Small Enterprises are exempted from submission of EMD.	
d) EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.	
e) EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after acceptance of Purchase Order.	
f) EMD shall not carry any interest.	
Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written else where in the tender enquiry	

Signature with Seal of company.

Price bid Format **Annexure- E**

Sr.No.	**Parameters**	**Cost per unit**
1	Main Equipment cost complying all parameters of technical specification. No. FF:17:MFG:RC:EMP:04	…………………………….
2	Madatory Spares as per point no. 15.0 of technical specification. FF:17:MFG:RC:EMP:04	
3	Erection & commissioning charges (min 10% of equipment cost)	
4	Freight and transit insurance charges upto CFFP, BHEL, Haridwar Stores	
5	Applicable Taxes and duties.	GST…………………….. Any other……………..

NOTE:

A.	Copy of this sheet **without actual price of sl no. 1 & 2 above** must be submitted alongwith techno-commercial offer.
B.	1. **For Indian Suppliers**:- Indian Vendor has to quote their rate on FOR, CFFP, BHEL, Haridwar Basis.
	2. **For Foreign suppliers**:- Foreign Vendor has to quote their rate on CIF Nhava Sheva port, India basis. 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.