

**M/S. OPEN TENDER****DUEDATE****29-08-2022**

BHEL

HARIDWAR249403

**Vendor Code****00001**

INDIA

-

SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	ZWI630301018 SUPPLY,ERECTION AND COMMISSIONING OF ELECTROMAGNETIC FLOW METER SIZE: - DIM.: -	1	NO	1	1 15/09/22

\*\* 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.

Special Instructions:

GST SHALL BE PAID AS PER ACTUAL ON SUBMISSION OF PROOF

INSTALLATION COMMISSION SHALL BE WITHIN 30 DAY FROM DATE OF FIRST CALL FROM BHEL

GUARANTEE PERIOD SHOULD BE 12 MONTHS FROM DATE OF INSTALLATION

EARLY DELIVERY OF MATERIAL IS ACCEPTABLE.

OPERATION AND MAINTENANCE MANUAL REQUIRED.

HSN CODE OF ITEM IS 90261090

ITC APPLICABLE

Data of telemetry based digital flow meter shall be shared minimum for five year

GST SHALL BE PAID AS PER ACTUAL ON SUBMISSION OF PROOF

INSTALLATION COMMISSION SHALL BE WITHIN 30 DAY FROM DATE OF FIRST CALL FROM BHEL

ITEM IS NOT AVAILABLE IN GEM . GEM NON AVAILABILITY REPORT ATTACHED.

GUARANTEE PERIOD SHOULD BE 12 MONTHS FROM DATE OF INSTALLATION

EARLY DELIVERY OF MATERIAL IS ACCEPTABLE.

TOTAL ESTIMATE VALUE INCLUDING GST , E&C, FREIGHT, INSURANCE, PACKAGING, FORWARD

OPERATION AND MAINTENANCE MANUAL REQUIRED.

HSN CODE OF ITEM IS 90261090

ITC APPLICABLE

ITEM IS NOT AVAILABLE ON GEM .

SPLITTING OF INDENT NOT REQUIRED.

PROBABLE VENDOR LIST IS ATTACHED.

MATERIAL CODE  
ITEM DESCRIPTION

QUANTITY UNIT LOTNO

Data of telemetry based digital flow meter shall be shared minimum for five year

General Instructions:

Please visit our site [www.bhelhwr.co.in](http://www.bhelhwr.co.in) for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void.

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services.

For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018

Kindly produce GeM seller Id with documentary proof along with your Bids/offers for case Value more than 25 Lacs.

**SANJAY SINGH**  
Digitally signed  
by SANJAY  
SINGH  
Date:  
2022.08.06  
16:24:09 +05'30'

**Tender Enquiry No. 2721/C/6200/2022/0757/T1 for ELECTROMAGNETIC FLOW METER -01 No.**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP: HARDWAR-249 403 (UK)**  
**Fax : 0091 01334-226462, Phone : 0091 01334-281147 ; Mobile - 9899095970**  
**E-mail: [sanjay.singh@bhel.in](mailto:sanjay.singh@bhel.in);**

**No. Cap/OT/2022-23**

**Date: 06-08-2022**

**Subject: Open tender as detailed below:**

**OPEN TENDER**

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.
2. Last date for obtaining tender documents and opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must remit the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders only). **EMD in the form of Cheque / Bank Guarantee are not acceptable.**
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.

<b>Sl. No.</b>	<b>Tender No.</b>	<b>Description of Equipment</b>	<b>Qty. (No.)</b>	<b>Last date to get from BHEL</b>	<b>Opening date</b>
1.	<b>2721/C/6200/2022/0757/T1</b>	<b>ELECTROMAGNETIC FLOW METER</b>	01	27-08-2022	29-08-2022; 1:45 PM

- Technical Specification is enclosed.
- Equipment supplied shall be as per the specification attached.
- In Technical Offer, the requirement of the specification shall be point wise addressed by the bidder, in the space provided.
- E&C Time period shall be 30 days from the first intimation by BHEL.
- E & C charges as 5.0 % of total cost.
- PDI Not required.
- GeM Non-availability report is placed at (P/9-10).
- GST Input Tax Credit shall be applicable for this tender.
- GST SHALL BE PAID AS PER ACTUAL ON SUBMISSION OF PROOF
- Guarantee Period should be 12 months from date of received at BHEL Store.
- Operation and Maintenance manual required.
- Participating bidders must reply against each point of BHEL Technical Specification.
- Early Delivery is acceptable.
- Guarantee Certificate required.
- TEST CERTIFICATE REQUIRED.
- Data of telemetry based digital flow meter shall be shared minimum for five year.
- SPLITTING OF INDENT NOT REQUIRED.
- Tender Terms & Conditions: Commercial Terms & conditions placed at (C/13-36).
- HSN CODE OF ITEM IS 90261090

~~PLEASE NOTE THAT DRWAINGS AND SKETCHES AS REFERRED IN THE TECHNICAL SPECIFICATIONS SHALL BE FURNISH ONLY AFTER SIGNED AND STAMPED NON DISCLOSURE DOCUMENT (Annexure VII) IS RECEIVED FROM THE VENDOR.~~

**AGM (Capital Purchase).**

**Tender Enquiry No. 2721/C/6200/2022/0757/T1 for ELECTROMAGNETIC FLOW METER -01 No.**



**BHARAT HEAVY ELECTRICALS LIMITED  
HEEP HARIDWAR INDIA-PIN 249403  
FAX NO: 0091 1334 226462  
PHONE NO: 0091 01334-281147**

**Enquiry No.: 2721/C/6200/2022/0757/T1  
Due Date : 27-08-2022 : 01:45 PM**

**Date of issue: 06-08-2022**

M/s.....

**Sub: Tender Enquiry No. 2721/C/6200/2022/0757/T1**

We are pleased to invite your offer in **TWO PARTS (PART-I & PART-II)** strictly as per enclosed terms and conditions and “Instruction to Bidders”, in sealed covers for the under mentioned equipment / systems.

Sl. No.	Description of Equipment	Qty. (No.)	Delivery Required	EMD (Earnest Money Deposit)
1.	ELECTROMAGNETIC FLOW METER	01	15-09-2022	NOT APPLICABLE

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

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

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

**PROCEDURE FOR SUBMISSION OF OFFER FOR E – TENDER**

Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocurebhel.co.in/nicgep/app>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

The Offers are invited through our website on e-tender portal <https://eprocurebhel.co.in/nicgep/app> only. Quotation received through any other mode will not be considered.

To secure the bids/quotations submitted by you, BHEL uses PKI (Public Key Infrastructure) Technology for authentication which uses Digital Signature Certificates (DSC-Class 3b, SHA2, 2048bit, Signing and encryption). Offer should be strictly as per Terms and conditions (below) and standard terms & conditions (GISTC) (version [GISTC \(VERSION: APRIL-2019, REV. 06\)](#)).

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 our requirements.

**PREFERENCE TO MAKE IN INDIA**

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 and subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this Tender Enquiry but before finalization of contract/ PO/ WO against this tender enquiry.

**As per Clause 3(b) of MII circular dt. 04.06.2021, Class I Local Supplier and Class II Local Supplier are eligible to participate in the tender and Non-Local Supplier are not eligible to participate in the tender. Offers received from Non-Local Supplier shall be straight away rejected.**

**Tender Enquiry No. 2721/C/6200/2022/0757/T1 for ELECTROMAGNETIC FLOW METER -01**  
**No.**

**EMD (EARNEST MONEY DEPOSIT):**

**PLEASE SUBMIT DRAFT FOR EMD (drawn in favor of BHEL Haridwar) IN PART - I BID.** This Part - I bid shall be opened by BHEL at 2 PM on the due date, in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

•———— BHEL Bank Details for e-remittances of EMD by bidders:

ACCOUNT HOLDER NAME: ~~BHARAT HEAVY ELECTRICALS LIMITED, HEEP, HARIDWAR~~  
STATE BANK OF INDIA  
RANIPUR BRANCH,  
OPP: BHEL MAIN GATE,  
SECTOR-5, RANIPUR,  
HARIDWAR, UTTRAKHAND, INDIA —  
PIN CODE : 249403

SWIFT NO : SBININBB225

CC ACCOUNT NO : 10667995458

IFSC CODE : SBIN0000586

— After tender opening (Part - I), if it is found that **If the bidder has not submitted the requisite EMD (if applicable) and bidders has claimed to be an MSE vendor but no supporting documents have been submitted in this regards. Both the cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.**

— Micro and Small Enterprises (~~Registered under Udyog Aadhar Memorandum (UAM) or SSI, NSIC, KHADI BOARD, DIC, etc., however Annual certificate from practicing CA certifying that the investment in plant and machinery of the supplier is within the permissible limit as per ACT to be submitted~~) are exempted from the submission of EMD.

— ~~Central/State Public Sector Units/ Government Departments are exempted from submission of EMD subject to approval by BHEL Management.~~

**MSE\*\*** Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or Udyog Aadhar Memorandum (UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (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. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

~~\*\*BENEFITS OF MSEs ARE TO BE GIVEN FOR MANUFACTURING ENTERPRISES ONLY AS PER MSE CIRCULAR DATED 09.02.2017.~~

— ~~BHEL HEEP registered vendors (i.e. PMD vendor) are exempted for submission of EMD of related PMD items only.~~

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**No.**

- ~~— EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honor 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.~~
- ~~— EMD given by all unsuccessful bidders shall be refunded on acceptance of award / LOI/PO by successful bidder.~~
- ~~— EMD given by all unsuccessful vendors shall be refunded after opening of price bid of successful vendors. The EMD of successful vendors who are not L1 shall be returned after award of PO/LOI on L1 vendor. The EMD of L1 vendor shall be returned after submission of order acceptance and Submission of CEBC as per tender condition.~~
- ~~— EMD shall not carry any interest.~~

KINDLY READ "INSTRUCTION TO BIDDERS" **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTION ARE LIABLE TO BE DISQUALIFIED AND IGNORED

For & ON BEHALF OF BHEL, HARDWAR  
**AGM (Capital Purchase)**

**Instruction to Bidders**

**Clause 1.0 – Tender submission**

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening:

a) Part-I (Envelope I) : 1. ~~EMD~~

or

~~Valid certificate towards exemption of EMD, applicable for Micro and small Enterprises, as mentioned below.~~

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~~MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or Udyog Aadhar Memorandum (UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (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. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.~~

2. Pre-Qualifying Requirement (PQR)

3. Techno-Commercial Bid.

4. Copy of Un Price Bid (Price Bid without Prices, but GST rate to be mentioned)

b) Part-II (Envelope II) : Price Bid.

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

BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. ( All individuals / companies - representing / Advisor /retainership basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc are Agents ). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

Agents shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both, the manufacturer / supplier and the agent, bid received from the agent shall be ignored.

The bidders (original manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by FAX / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in the tender. However, in case of e-tender ink signed offer is not required. **Unsigned bids shall be ignored.**

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. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

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No.**

**Clause 1.1**

The Techno-commercial offer and PQR in envelope - I (Part-I) shall comprise of following:

- i) Point wise reply to all the points mentioned in Pre- Qualifying Requirement specified in the tender.
- ii) Relevant documents as requested in Pre-Qualifying Requirement must be attached.
- iii) Complete Technical offer.
- iv) 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.
- v) Acceptance of commercial terms by vendor as per **Annexure I**.
- vi) 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,
- vii) Copy of price Bid (without prices).
- viii) Any additional documents (please specify).

While submitting the offer, following points are to be taken care of by the vendor:

- **Documents submitted with the offer/bid by the bidder (Original Registered Supplier) shall be ink signed and stamped in each page by authorized representative of the bidder.**
- **In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of ink signed and stamped (in each page) original bid to BHEL.**
- **If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents.**
- **Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.**

**Clause 1.2**

The Price Bid in envelope - II (Part-II) shall comprise of following:

- i) The price Bid (with price) for the complete scope strictly as specified in the price Format attached as Annexure-II.

If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.

**Note:**

If in a price bid, non-conformities /errors /discrepancies are observed between the quoted prices in figures and that in words the following guidelines will 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, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same is to be accepted by the bidder by a target date and in case the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e) **The evaluation of tender shall be on the basis of "Total Landed cost at Destination" including Supply. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.**

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- f) Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. 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.
- g) ~~Foreign Suppliers:~~
- i) ~~SEA CONSIGNMENTS:~~  
Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port.
- ii) ~~AIR CONSIGNMENTS:~~  
Please quote your rates with both the options: (a) FCA dispatching Airport & (b) CPT Landing Airport.
- Further non-availability of ship / flight will not be accepted for rescheduling the delivery or waiver of penalties on account of delayed delivery.
- h) ~~Insurance during transportation shall be taken care of by BHEL.~~
- i) ~~The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in The techno-commercial bid.~~
- j) ~~The comparison between foreign and indigenous bids shall be done based on the **Total Landed cost at Destination** basis.~~

**Clause 2.0 – Tender Opening:**

a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below:

Part I : Part I bid (Envelope-I) comprising EMD (if applicable) or MSE Certificate or Udyog Aadhar Memorandum (UAM) towards exemption of EMD, Pre- Qualifying Requirement (PQR) and Techno-commercial bid as mentioned above & Copy of Un Price Bid (Price Bid without Prices, but GST rate to be mentioned).

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

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

- Part-I containing EMD (if applicable) or MSE Certificate or Udyog Aadhar Memorandum (UAM) towards exemption of EMD, Pre- Qualifying Requirement (PQR) and Techno-commercial bid will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.
- Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in part-I.
- In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in part-I.

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

**Note: After tender opening (Part-I), if it is found that:**

- **The bidder has not submitted the requisite EMD (If applicable)**
- **The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.**

**Tender Enquiry No. 2721/C/6200/2022/0757/T1 for ELECTROMAGNETIC FLOW METER -01  
No.**

**In both the above cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.**

**However, offer of the bidder shall be treated as per the guideline mentioned in the Clause No. 1. (a) 1 above in case the bidder has claimed to be an MSE vendor and submitted requisite MSE documents.**

**Clause 3.0 – Superscription on envelopes:**

The following shall be super scribed on the envelopes:

**PART-I**

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING.
3. EMD (IF APPLICABLE) OR MSE CERTIFICATE TOWARDS EXEMPTION OF EMD
4. PRE- QUALIFYING REQUIREMENT (PQR)
5. TECHNO-COMMERCIAL BID
6. Copy of Un Price Bid (Price Bid without Prices, but GST rate to be mentioned).

**PART-II**

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

**Clause 3.1:**

The Part-I & part-II shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as:

“TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON -----  
CONTAINING PART-I & PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope and shall be addressed to:

To,

Head of Materials Management,  
Heavy Electrical Equipment Plant,  
BHEL,  
Hardwar- 249403

**Clause 3.2:**

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

**Clause No. 4:**

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

**Clause No. 5:**

The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com)

**NOTE: PLEASE VISIT OUR SITE [WWW.BHELHWR.CO.IN](http://WWW.BHELHWR.CO.IN) FOR GENERAL INSRUCTIONS AND STANDARD TERMS AND CONDITIONS (GISTC) FOR TENDER ENQUIRIES. ALL THE BIDDERS/VENDORS MUST ENSURE COMPLIANCE OF THESE GISTC. GISCTC CAN ALSO BE REFERRED BY LOGIN TO B2B PORTAL FOR VENDORS.**

For & on behalf of BHEL, Hardwar.  
**AGM (Capital Purchase)**

**ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR**

S. N.	Terms	Description	Your confirmation
1	<b>Confirmation to General Instructions and standard terms &amp; conditions:</b>	<p>Please confirm each clause of following documents: -</p> <ol style="list-style-type: none"> <li>General Instructions and standard terms &amp; conditions for bidding against tender enquiry (<b>GISTC Version June-2021, Rev: 06</b>):</li> <li>Additional terms &amp; conditions of tender enquiry.</li> </ol> <p>Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents.</p> <p><b>Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.</b></p>	
2	<b>Submission of Offer &amp; Documents Checklist:</b>	<p><b><u>Superscription on envelopes:</u></b> The following shall be super scribed on the envelopes: Kindly confirm that the following documents have been submitted along with your offer:</p> <p><b><u>PART-I</u></b></p> <ol style="list-style-type: none"> <li>TENDER NO. AND ITEMS DESCRIPTION</li> <li>DUE DATE FOR OPENING.</li> <li>EMD (IF APPLICABLE) OR MSE CERTIFICATE TOWARDS EXEMPTION OF EMD</li> <li>PRE- QUALIFYING REQUIREMENT (PQR)</li> <li>TECHNO-COMMERCIAL BID</li> <li>Un-Price Bid Copy with mentioning only Taxes and Duties (NO PRICE TO BE MENTIONED IN UN-PRICE BID COPY)</li> </ol> <p><b><u>PART-II</u></b></p> <ol style="list-style-type: none"> <li>TENDER NO. AND ITEMS DESCRIPTION</li> <li>DUE DATE FOR OPENING OF PART-I</li> <li>PRICE BID</li> </ol> <p><b><u>Clause 2.1:</u></b></p> <p>The Part-I &amp; part-II shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as:</p> <p>“TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- ----- DUE ON -----CONTAINING PART-I &amp; PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope and shall be addressed to:</p> <p>The Offers are invited through our website on e-tender portal <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> only. Quotation received through any other mode will not be considered.</p>	

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		<p><b>Clause 2.2:</b> Envelopes not marked as above are liable to be ignored and will not be opened.</p> <ol style="list-style-type: none"> <li>Any other document as specified in “<b>Instructions to Bidders</b>”.</li> <li>Please note that all details required in supplier registration form to be filled and submitted through online supplier registration portal on <a href="http://www.bhel.com">www.bhel.com</a> along with complete documents.</li> </ol>	
<b>3</b>	<b>Schedule of Technical Deviation and Schedule of Commercial Deviation.</b>	<p><del>Schedule of Commercial Deviation and Schedule of Technical Deviation has been annexed along with this tender enquiry. All the Bidders are directed to mention any commercial or Technical deviation in Schedule of Commercial Deviation and Schedule of Technical Deviation only. If any deviation mentioned anywhere other than the Schedule of Commercial Deviation and Schedule of Technical Deviation, then that shall be ignored and It shall be assumed that participating bidder has no deviation against this tender.</del></p> <p><del>Please note that as per BHEL’s Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.</del></p>	
<b>4</b>	<b>Validity:</b>	<p>Confirm that your offer shall be valid for 180 days from the date of tender opening. <b>BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.</b></p>	
<b>5</b>	<b>Evaluation criterion:</b>	<p>The evaluation of tender shall be on the basis of “<b>Total Landed cost at Destination</b>” including Supply. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.</p> <p>Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. 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 <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a>. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing &amp; 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.</p> <p>Final evaluation currency for this Tender shall be IN INDIAN RUPEES (INR) for all the participating bidders.</p> <p>For Cost evaluation purpose only the date of Part-1 Opening shall be considered.</p>	
<b>6</b>	<b>Bank Charges:</b>	<p><del>Kindly Confirm that Bank Charges shall be either side.</del></p>	
<b>7</b>	<b>Insurance:</b>	<p>The Transit Insurance will be arranged by BHEL. Please send your offer keeping this in view.</p>	

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8	<b>Technical Requirements:</b>	Kindly quote your valuable offer as per Technical Specification ELECTROMAGNETIC FLOW METER - 01 No. (enclosed with enquiry). Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.	
9	<b>Payment Terms:</b>	<p>Payment for 80 % of Supply value shall be released within 45 days from the date of receipt of material at BHEL, Haridwar and Balance 20% of Supply value plus 100% of the E&amp;C portion of PO value will be paid against E&amp;C certificate issued by BHEL Haridwar and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the guarantee/ 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>Total Erection &amp; commissioning value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate commissioning values are not mentioned in the offer, value for commissioning portion shall be deemed to be considered as the value indicated in NIT &amp; accordingly supply value will be adjusted from that quoted value and balance will be released as commissioning payment term mentioned above.</p> <p>For Indian Vendors, Payment of GST will be made after submission of signed and stamped GST certificate, enclosed and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the guarantee 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><b>Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:</b> If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of Acceptance Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.</p> <p>Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:</p>	
10	<b>PBG terms</b>	<p><del>Performance Bank Guarantee (PBG) valid for 30 days beyond the guaranty period (for 27 months form the form the receipt of material at BHEL, HEEP Haridwar) by Supplier from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format in the currency of order. The PBG confirmation charges shall be</del></p>	

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		<p>borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment.</p> <p><b>Note:</b> In case of foreign vendors if some indigenous supply is involved then PBG value shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.</p> <p>The PBG should be in BHEL's PBG format and should be from one of the Indian branch of BHEL consortium banks or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL. The PBG confirmation charges shall be borne by vendor. The Performa of Bank Guarantee and the list of BHEL consortium bank are displayed at BHEL website <a href="http://www.hwr.bhel.com">www.hwr.bhel.com</a>.</p> <p>This should be read and complied in conjunction with Bank Guarantee clause in General Instructions and Standard Term and Conditions for bidding against Tender Enquiry (herein called as GISTC)</p> <p><b>Please note that, no deviation in submission of Bank Guarantee is acceptable. The offers of the vendors not agreeing to submit PBG is likely to be rejected by BHEL and no further communication in this regards will be entertained.</b></p> <p><b>Please note that claim date shall be three months beyond the expiry of the guarantee period so PBG shall be required for 27 months in this case.</b></p>	
<p align="center"><b>11</b></p>	<p><b>Contract Execution Bank Guarantee (CEBG):</b></p>	<p>The successful vendor shall have to furnish a Contract Execution Bank Guarantee(CEBG) for 10% (for 27 months) of the Total PO value in the prescribed format within 30 days from the date of P.O. but before L/C opening. CEBG 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.</p> <p>CEBG shall be kept valid until 30 days after the date of issuance of Final E&amp;C Certificate, which will be issued on completion of Erection &amp; Commissioning of equipment which includes erection, commissioning, job proving, performance tests, training to operators etc. as prescribed in PO.</p> <p>If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO &amp; forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.</p> <p>Under all circumstances, CEBG shall be kept valid till the PBG becomes operational.</p> <p><b>Note:</b> 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.</p>	
<p align="center"><b>12</b></p>	<p><b>CURRENCY OF PAYMENT</b></p>	<p>Freely tradable currency like Euro/USD/CHF/GBP/YEN/Rupees etc.</p> <p><b>For indigenous supply the currency shall be Indian Rupees.</b></p>	

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13	<b>CHARGES FOR SERVICES AT BHEL HARIDWAR</b>	<p>Services to be rendered at BHEL Haridwar like commissioning, proving, training to operators, supervising foundation work etc.</p> <p>For Indian Suppliers: It should be quoted in Rupees.</p> <p><b>For Foreign suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees.</b></p> <p>These charges are essentially to be indicated separately in price bid. Vendor to confirm BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Commissioning.</p> <p>Total commissioning value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate commissioning values are not mentioned in the offer, value for commissioning portion shall be deemed to be considered as the value indicated in NIT &amp; accordingly supply value will be adjusted from that quoted value and balance will be released as commissioning payment as per clause no. 1 of '<b>ANNEXURE – I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR</b>' above.</p> <p><b>The estimated percentage of erection &amp; commissioning value is: 5 % of machine cost.</b></p>	
14	<b>TAXES:</b>	<p><b>For Foreign Vendors:</b> Foreign Supply—No Taxes. Foreign Services: TDS shall be applicable.</p> <p><b>For Indian Vendors:</b> GST shall be payable with documentary proofs. TDS – Payment of TDS shall be recovered as applicable.</p> <p>All statutory taxes, if any, will be deducted at source &amp; to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.</p> <p>Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.</p>	
15	<b>ORDER ACCEPTANCE</b>	<p>Order acceptance (ink-signed) must be submitted within 07 days from the date of PO. If Purchase Order acceptance is not received within 07 days from the date of PO, then it shall be deemed accepted after 07 days from the date of PO.</p>	
16	<b>Submission of Bank Guarantee</b>	<p><del>All bank guarantees like Contract Execution Bank Guarantee and performance bank guarantee should be from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL (Annexure III) and the bank guarantees should be in the format as prescribed by BHEL (Annexure IV). The performance bank guarantee as well as the list of consortium banks is displayed at BHEL web site <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a> however, in case the bank guarantee is not from Indian branch of BHEL consortium banks, then the vendor has to confirm bank guarantee on any Indian branch of consortium bank and all the bank charges are to be borne by the bidder.</del></p>	

<p align="center"><b>17</b></p>	<p><b>Time Period for Supply and Commissioning of equipment</b></p>	<p><b>Participating Bidders are requested to quote the best delivery period in days only.</b></p> <p>Activity Schedule has been incorporated in along with this Tender and all the participating bidders are directed to fill the activity schedule with realistic time in weeks for the activities mentioned in activities schedule.</p> <p>Time period to be taken by BHEL has been already mentioned in the activity schedule. Time period of E&amp;C shall be 90 days from the date of start first intimation given by BHEL Haridwar, but if any vendor wants to quote less time than 90 days, then vendor can mention that time period in activity schedule else time period of 90 days shall be considered by default for this tender. LD shall be governed by the Activity Schedule.</p>	
<p align="center"><b>18</b></p>	<p><b>Liquidated Damages Clause</b></p>	<p>For the purpose of Liquidated Damages for delay E&amp;C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.</p> <p>Liquidated Damages on delay in 'Supply' and/or 'E&amp;C' will be applicable to the delays attributed to vendor. Liquidated Damages will be considered separately for 'Supply' and 'E&amp;C'. The rate of Liquidated Damages for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&amp;C) in supply subject to a maximum of 10% of total PO value (Supply + E&amp;C).</p> <p>The rate of Liquidated Damages for delayed E&amp;C shall be @ 0.5% per week of delay of total PO value (Supply + E&amp;C) in E&amp;C subject to a maximum of 10% of total PO value (Supply + E&amp;C).</p> <p>Maximum Liquidated Damages for delay in Supply and E&amp;C together shall be limited to 15% of total PO value (Supply + E&amp;C).</p> <p>In case PO includes more than one machine, the Liquidated Damages shall be @ 0.5% per week of delay on total PO value (Supply + E&amp;C) for the delayed machine. Loading on account of non-acceptance of Liquidated Damages for delayed Supply and/or E&amp;C shall be as under:</p> <p>In case any bidder is not accepting the above Liquidated Damages 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.</p> <p>In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.</p> <p>Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&amp;C period quoted by him.</p> <p>For calculating Late Delivery Liquidated Damages delivery date shall be considered as per following:</p> <p><b>1. Indigenous Suppliers:</b></p>	

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		<p>a. Delivery Ex-works: - Date of GR /LR  b. Delivery FOR Transporter Godown: - Date of GR/LR  c. Delivery FOR Destination: - Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank).</p> <p><b>2. Import Supply:</b>  a. Delivery FOB / FCA port of discharge: Date of BL/AWB  b. Delivery CPT port of destination: Date of AWB</p>	
<p align="center"><b>19</b></p>	<p><b>Delivery basis</b></p>	<ul style="list-style-type: none"> <li>• <del>For Import:</del>  (A) <del>SEA CONSIGNMENTS:</del>  Please quote your rates with both the options (a) FOB / FAS dispatching port &amp; (b) C&amp;F Landing Port.  (B) <del>AIR CONSIGNMENTS:</del>  Please quote your rates with both the options: (a) FCA dispatching Airport &amp; (b) CPT Landing Airport.  (Sea / Air Freight charges for import items must essentially be quoted and indicated separately in price bid.)</li> <li>• <b>For Indigenous:</b>  Delivery must essentially be FOR BHEL Haridwar basis.  (Freight charges for indigenous items must essentially be quoted and indicated separately in price bid.)</li> </ul> <p>However, loading shall be done as per GISTC.</p>	
<p align="center"><b>20</b></p>	<p><b>Settlement of Disputes</b></p>	<p>If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.</p> <p>All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of single arbitrators. Sole arbitrator shall be appointed on mutually agreed by both the parties.</p> <p>The place of arbitration shall be New Delhi for foreign vendors. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. GISTC clause may be referred for this clause.</p> <p>For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.</p> <p><b>Conciliation Clause:</b> Model conciliation clause for conduction conciliation proceedings under the BHEL conciliation scheme, 2018 (enclosed as Annexure- D) will be applicable against this enquiry. Kindly confirm.</p> <p><b>Arbitration Clause:</b>  In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration &amp; Conciliation Act</p>	

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		1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The governing law of the contract shall be the substantive Law of India.	
<b>21</b>	<b>Drawing / data approval: (If applicable)</b>	Any drawing / data approval, if 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.	
<b>22</b>	<b>Drawing / design / information use (if applicable):</b>	The vendor to confirm 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.	
<b>23</b>	<b>Authorization for pre-inspection (if applicable):</b>	<del>BHEL is authorized to pre-inspect the material at vendor's works as per the enclosed technical specifications. The material will be dispatched only after getting clearance from BHEL.</del>  Vendor should give PDI call at least 4 weeks in advance. For foreign suppliers, PDI call should reach BHEL 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.  <del>Travel, Lodging &amp; Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL.</del>	
<b>24</b>	<b>Attending to any complaint during guarantee period</b>	Vendor will have to ensure deputation of their people for commissioning or for attending to any complaint during guarantee period within 6 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.	
<b>25</b>	<b>Contact Details</b>	Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
<b>26</b>	<b>Import Supply</b>	<del>a. Phyto-sanitary Certificate essential for packages (Wooden). b. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.</del>	
<b>27</b>	<b>Validity</b>	Validity of the offer should be 180 days from tender opening date.	
<b>28</b>	<b>Bank Charges</b>	<del>Bank Charges on either side. Or your prices will be loaded suitably.</del>	

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<b>29</b>	<b>Participation in Reverse Auction</b>	“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-Guidelines for Reverse Auction—2021 Doc. No. AA: SSP: RA:05 Dated: 08.03.2021 Page 2 of 5 commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	
<b>30</b>	<b>Beneficiary of PO</b>	Please confirm the beneficiary of PO along with the complete address.	
<b>31</b>	<b>Foreign Suppliers</b>	Dispatching port & Country to be mentioned essentially.	
<b>32</b>	<b>Risk Purchase Clause</b>	In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL. Vendor to refer and comply GISTC for details of this clause.	
<b>33</b>	<b>Force Majeure Clause</b>	<p>a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.</p> <p>b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.</p> <p>c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.</p> <p>d. Evidence for this would be “Force Majeure” certificate issued by chamber of commerce of the concerned country.</p>	
<b>34</b>	<b>War Like Situation</b>	If the war like situation has developed in a country where a vendor’s works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.	

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<p><b>35</b></p>	<p><b>Signing of Integrity Pact (IP)</b></p>	<p><b>a)</b> IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender (as Annexure IX) is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>Details of IEM for this tender is furnished below:</p> <ol style="list-style-type: none"> <li>1. <del>Name:</del> Following IEMs have been appointed by BHEL for a period of three years: Shri Arun Chandra Verma, IPS (Retd.) Flat No. C-1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.) <a href="mailto:aeverma1@gmail.com">aeverma1@gmail.com</a></li> <li>2. Shri Virendra Bahadur Singh, IPS (Retd.) H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow-226010. <a href="mailto:vbships@gmail.com">vbships@gmail.com</a></li> </ol> <p><b>(b)</b> Please refer Section 8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p><b>Note:</b> <i>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.</i></p> <p>For all clarifications/ issues related to the tender, please contact:</p> <p><b>Name: Sanjay Singh, Deputy Manager</b> <b>Deptt: Purchase Capital</b> <b>Address: 4<sup>th</sup> Floor, Main Administrative Building, BHEL HEPP, Ranipur, Haridwar, Uttarakhand-249403</b> <b>Phone: +91-1334-281147; +91-9899095970.</b> <b>Email: <a href="mailto:sanjay.singh@bhel.in">sanjay.singh@bhel.in</a></b> <b>Fax: 01334-226462</b></p> <p>The IP duly signed by authorized official of bidder / contractor / vendor and authorized official of BHEL will form a part of Purchase order / contract.</p>	
<p><b>36</b></p>	<p><b>Details to be furnished by bidder</b></p>	<ol style="list-style-type: none"> <li>i) Kindly specify the category of your registration under GST like Registered, Unregistered and composite dealer.</li> <li>ii) Kindly furnish your GST registration number, State Code and Name of the State of both the agency who will raise invoice &amp; from where goods will be dispatched.</li> <li>iii) The bidder shall clearly indicate HSN (<i>Harmonised System Nomenclature</i>) / SAC (<i>Service Accounting Code</i>), and its description.</li> <li>iv) Kindly furnish the rate of GST applicable on your item against subject tender enquiry.</li> </ol>	

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37	<b>Taxes &amp; duties</b>	<p>Details of applicable taxes &amp; duties are to be mentioned as per <b>GISTC Rev. 06 (Enclosed)</b>.</p> <p>a) GST Registration Number  b) Address of Principal place of Business  c) Type of Business  d) HSN Code, its description &amp; rate of applicable GST for the offered material  e) Whether registered under Composite scheme of GST (Y/N).</p> <p>It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.  <b>Please submit your GST registration certificate.</b></p> <p><b>Note: TDS as per Statutory guidelines will be deducted at source. Kindly submit your offer accordingly.</b></p>	
38	<b>GST Rate</b>	<p><b>1) Rate of GST applicable on Equipment Cost.</b>  <b>2) Rate of GST applicable on E&amp;C Charges</b></p>	
39	<b>Origin of quotation</b>	<p><b>a)</b> The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer / agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.  <b>b)</b> An agent cannot quote on behalf of more than one principal in the same tender enquiry.  <b>Please refer clause no. 2 of GISTC Rev. 06 and quote offer accordingly.</b></p>	
40	<b>Purchase Preference for (Make in India)</b>	<p>For this procurement, the local content to categorize a supplier as a Class-I supplier / class-II local supplier / Non local supplier and purchase preference to class –I local supplier, is as defined in public procurement (preference to make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”.</p> <p>The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (Format enclosed) that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.</p>	
41	<b>Training to customer</b>	<p><del>As per Clause no 33.0 of Technical Specification. <b>Kindly confirm and quote accordingly.</b></del></p>	
		<p><del>Kindly confirm that Lump sum training charges (inclusive of all and irrespective of no. of Man days, visits, Fooding, Boarding, (To &amp; fro) Travelling, accommodations, Lodging, Visa...etc.) have been quoted separately in your offer.</del></p>	
42	<b>Guarantee Clause:</b>	<p>Kindly confirm that Guarantee shall be offered for a period of <b>12 months</b> after receipt of material at BHEL HEPP Haridwar.</p>	

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43	<b>Conciliation and Arbitration clause:</b>	<p><b>Conciliation Clause:</b> Model conciliation clause for conduction conciliation proceedings under the BHEL conciliation scheme, 2018 (enclosed as Annexure- D) will be applicable against this enquiry. Kindly confirm.</p> <p><b>Arbitration Clause:</b> In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration &amp; Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat &amp; venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The governing law of the contract shall be the substantive Law of India.</p>	
44	<b>Submission of offer:</b>	All envelopes to be marked with whether <b>“Priced Bid” (Part – 2) or “Un-Priced Bid Cum Techno-Commercial Bid &amp; PQR” (Part-1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.</b>	
45	<b>General Terms:</b>	<p>Please mention <b>separately Packing and Forwarding charges in terms of % of basic prices (if any)</b> and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.</p> <p>Please mention <b>separately Freight charges in terms of % of basic prices (if any)</b> and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.</p> <p>Confirm that prices will remain firm and fixed during the entire validity and execution of the project.</p>	
46	<b>Delivery Period</b>	Kindly quote the delivery period in no. of days weeks from the date of issue of purchase order.	
47	<b>SPECIAL TERMS -1</b>	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest.	
48	<b>SPECIAL TERMS -2</b>	The Bidders has to declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.	
49	<b>SPECIAL TERMS -3</b>	<ol style="list-style-type: none"> <li>1) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.</li> <li>2) Statutory Variation in Taxes &amp; duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.</li> <li>3) Attach separate sheet for additional information if necessary. The above terms &amp; condition supersedes the terms &amp; conditions found contradictory written elsewhere in the offer.</li> </ol>	

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		4) Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.	
<b>50</b>	<b>SPECIAL TERMS -4</b>	<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	

**Signature of supplier with Seal**

**ANNEXURE-II**

**PRICE SCHEDULE**

**For indigenous supply**

<b>Description</b>	<b>Unit Price (in Indian rupees)</b>	<b>Total Qty (No.)</b>	<b>Total Price (in Indian rupees)</b>
<b>ELECTROMAGNETIC FLOW METER</b>  <b>(Item wise break up to be provided as per Tender Enquiry and Scope of Supply)</b>		1	
Total Essential Toolings / Consumables (ex -works) — item wise price break-up to be indicated against each clause of technical specification.			
Total Spares (ex -works) — item wise price break-up to be indicated against each clause of technical specification.			
Training of BHEL Engineers as per technical specifications (per man per week basis)			
Packing charges			
Forwarding charges			
Freight up to BHEL Haridwar stores			
<b>GST on total supply value (mention applicable rate of GST)</b>			
<b>Total supply cost at BHEL Haridwar =</b>			
** Total commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clauses of technical specification)			
<b>GST on commissioning charges (mention applicable rate of GST)</b>			

**Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.**

**ALL THE BIDDERS ARE REQUESTED TO QUOTE IN “FIGURES” WITH CORRESPONDING “WORDS”.**

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**No.**

**NOTE:**

- a) Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.
- b) Per day per person rates against each category of training at vendor's work must be mentioned separately in Technical Specification.
- c) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optional as indicated in specification will not be taken for evaluation.
- d) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- e) Following details shall be provided in separate Annexure.
  - i) Unit prices for variable items.
  - ii) Prices for any other OPTIONAL items.
- f) Transit insurance shall be arranged by BHEL.
- g) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- h) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- i) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- j) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- k) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- l) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- m) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- n) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- o) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.

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**No.**

- p) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- q) IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE: Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.
- r) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.
- s) Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.
1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days' notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
  2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelope. They will also be required to submit copy of un-priced price bid of these impacts in a 3<sup>rd</sup> sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

**It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.**

1. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

**Date** :  
**Signature** :  
**Name** :  
**Designation** :  
**Department** :  
**M/s**

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/s ....., (Hereinafter referred to as 'company') having its registered office at .....is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II) ..... dtd: Category:..... (Micro/Small). (copy enclosed).

Further verified form the Books of Accounts that the investment of the company as on 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

**(Strike off whichever is not applicable)**

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.

Or

The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

## Supply ,Installation and Commissioning of Digital Water Flow Meter with telemetry

### Pre -Qualifying Requirement (PQR)


#### (A) Experience


The bidder had supplied DIGITAL WATER FLOW METER With Telemetry function to any Government /Private Organisation with a period of last 5 years from the date of issue of this offer, Bidder must submit documentry Evidence (purchase order /work order ) in support of the same.

#### (B) General

bidder must submit performance /Calibration Certificate of digital water flow meter with telemetry for 1 year from the date of Installation.

bidder must submit telemetry data cloud sharing minimum for five years.

  
A. Jit  
Dy. Engineer  
FCP (WW)

  
( अनुराग कुमार सिंह )  
उप - प्रबंधक  
फैक्ट्री - सिविल

**ELECTROMAGNETIC FLOW METER DIA 400NB at BHEL HEEP RANIPUR HARIDWAR:**

**Product description:**

Tamperproof Electronic water meter with telemetry function having Indoor data display system suitable for NB 400 mm, confirming to ISO 4064:2014, ISO 4064:2014 standards at ISO 17025:2017 accredited laboratory and shall have IP 68 Ingress protection complete Civil Works Includes Excavation to existing line (Approx.4-5-meter depth) pit size as per your Flow Meter Installation, existing line alteration, U shape line formation for Digital flow meter in the existing line, (Existing CI Line is 400 mm dia ) mechanically fitting and electrical Installation of dashboard with main parameters and online report generation to the cloud for five years .

**Specifications :**

<b><u>Main specifications :</u></b>
Power Pressure: upto 16 bar
accuracy: +-0.05% of f. S linearity: +-0.05% of f. S
response time: 1 sec output :4-20ma/pulse/RS485 modbus
Weight ( Kg ): 100- 150 kg
Flow Velocity:0.3-10m/sec
General Technical Requirement: REMOTE Transmitter
Protection Class: IP 68
Accessories Inclusive In The Scope Of Supply:2 NOS EARTHING RING TO BE PROVIDED IN THE FLOW ELEMENT OUT OF WHICH ONE WILL BE NECK TYPE. MATERIAL SS 316 L1 INTER CONNECTING SPECIAL CABLE FROM TXR TO FLOW ELEMENT - 15 MTR EACH FOR FLOW TXR SYSTEM
Warranty ( M ): 12 MONTHS
Warranty On Spare Parts ( M ):12. MONTHS

*Amit*  
FCP (asst)  
Dy. Engineer

*(Signature)*  
( अश्वराम कुमार सिंह )  
उप-प्रबंधक ( )  
( ई. ई. )

Time Duration For Repairing :Replace The Defect During Warranty: Within Two week
Scope Of Supply Includes Installation, Safety And Operation Checks Of The Equipment By The Supplier Before Handover: Yes
Contact Details Of Manufacturer, Supplier And Local Service Agent Are Provided : Yes
Normal Operating Temperature ( C ): 65.0
Maximum Operating Temperature ( C ):130.0
Availability Of Test Report From Central Govt :Nabl: <del>NA</del> Accredited Lab To Prove Conformity To Specification: Yes
Copies Of Reports And Certifications To Be Furnished To Buyer On Demand At Time Of Supplies: Yes
Flow Tube Size: 400 mm ,Flange :ANSI 400
Electrode Material: SS316
Flow Element Liner: PTFE
Measuring Range(M3::HRS) : min 136 m3/hr to max 4524 m3/hr
Application: WATER/CONDUCTIVITY LIQUID/ SULFURIC ACID
Power Supply: 230VAC/24V DC
Output: Telemetry System
Including Installation & Commissioning Including all Required Material for Installation (Nut-Bolt, Mating Flange & Gaskets .Only electrical connection will be provided by BHEL.

A fruit  
 FCX (W/W)  
 Dy. Engineer



## Terms and conditions:

### WARRANTY FOR THE EQUIPMENT:

This warranty shall be valid for a period of 12 months from the date of commissioning of the equipment or 18 months from the date of receipt of last item at BHEL Haridwar, whichever is earlier.

### Installation of the Equipment

- All civil related work for example Excavation up to existing line, mechanical fitting of meter and electrical Connection should be done in vendor /supplier scope.
- All Interconnecting piping, Inlet/outlet valves ,accessories & spares and consumable like chemicals, lubricants etc. for testing, erection & commissioning of the plant shall be in vendor/supplier scope .
- Skilled, unskilled labor supervisory staff, tools and tackle for erection and commissioning of the plant, Shifting, unloading, providing necessary other activities shall be in vendors/supplier scope.
- All other material and services not included in should be dealt by vendor/supplier only. Vendor is advised to see the site before participating to bid process.
- Data of telemetry based digital flow meter shall be shared to cloud minimum for five years free of cost. All alteration in the existing line should be done by vendor.
- Item should meet all latest CGWA Guidelines.

### COMMISSIONING:

- Vendor/Supplier will be responsible to make all arrangements and provide all facilities and materials for carrying out commissioning. BHEL will ensure that product operating Parameters, commissioning activates witness all tests and satisfy all guarantee parameters

*Amit*  
*FCs (Lawyer)*  
*Dy. Engineer*

