

MATERIAL MANAGEMENT (PURCHASE) CENTRAL FOUNDRY FORGE PLANT, BHEL HARDWAR RANIPUR, HARIDWAR (INDIA) – 249403

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Sub: Tender Enquiry No: 3025P/301/0/0345P1 due on 29.09.2010, at 2.00 PM

Dear Sir,

We are pleased to invite offer as per enclosed specifications, drawings with terms and conditions in sealed covers for the under mentioned items.

pening
9.2010. at .00 PM

KINDLY READ TERMS AND CONDITIONS. OFFER NOT IN ACCORDANCE WITH THE INSTRUCTIONS IS LIABLE TO BE DISQUALIFIED AND OR IGNORED.

Please visit <u>www.bhel.com</u> or <u>www.bhelhwr.co.in</u> for more details and tender documents.

Vendor who are not register in CFFP/BHEL also down load Vendor Registration Form and submit same dully filled along with offer.

Thanking You,

Yours Faithfully, For & On behalf of CFFP BHEL Hardwar

(Ranjan Kumar) DGM (Purchase)

Note: Corrigendum if any shall not be published, kindly refer web for any changes.

M/S. :: DUEDATE 29-09-2010

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: Vendor Code 09285

INDIA

SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOT	NO LOT DEL QTY SCH	
7	FF4210910082 AIR COMPRESSOR AS PER SE CFF/M&S/PSX/2010/01,REV Spec Rev not available ?	00		IO 1	2 14/1	2/10

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

Standard Instructions:

TEST CERTIFICATE REQUIRED.

GUARANTEE CERTIFICATE REQUIRED.

PRE-INSP AT YOUR WORKS PRIOR DESP.

ERECTION/COMM REQ AT SITE.

OPERATION/MAINT MANUAL ALONGWITH EQPT.

Special Instructions:

RECOMMENDED SPARES REQUIRED ALONG WITH EQUIPMENT.

ATTACHMENT-

- ANNEXURE-1 OF COMMERCIAL TERMS AND CONDITION.
- PROFARMA BANK GUARANTEE.
- AUTHORISATION LETTER FOR E- PAYMENT.
- CONSORTIUM BANK LIST.
- TECHNICAL SPECIFICATION NO. CFF/M&S/PSX/2010/01 DATED 18.08.2010.
- ANNEXURE A OF GENERAL TERMS AND CONDITIONS.

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.

Page No 1

MATERIAL CODE ITEM DESCRIPTION QUANTITY UNIT LOTNO

- 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.

MANOJ KUMAR YADAVA ENGR

TECHNICAL SPECIFICATIONS OF "SCREW TYPE AIR COMPRESSOR UNIT"

SCOPE: SUPPLY, ERECTION & COMMISSIONING OF 2 NOS. "SCREW TYPE AIR COMPRESSOR UNIT" COMPLYING WITH SPECIFICATIONS FOR EACH COMPRESSOR UNIT AS BELOW ALONG WITH CONTROL PANEL

S.NO	DESCRIPTION OF BHEL REQUIREMENT	REQUIRED	OFFERED	DEVIATION	REMARKS
1.0	PURPOSE				21231212121
1.1	"Screw Type Air Compressor Unit" consisting of Screw Type Air compressor, Air Filters, and Valves etc. As per the following specifications is required to supply dry and clean compressed air in manufacturing shop, for the operation of different equipments. The compressor must be portable type.	Vendor to offer			
2.0	SPECIFICATIONS: "Screw Type Air Compressor Unit "consists of following with specifications given against each.	Vendor to offer '		1	
2.1 .	SCREW TYPE AIR COMPRESSOR:	Vendor to offer			
2.1.1	Air delivery (minimum)	7.0 cum / min.			
2.1.2	Maximum Pressure	7.5 kg./ Sq. Cm. (or more)			
2.1.3	Working Pressure (minimum)	7Kg./ Sq. Cm.			
2.1.4	Motor Power	45 KW (or more)			William Control
2.1.5	Operating Voltage	3 Phase, 415 V	The state of the		
2.1.6	Duty cycle	Continuous operation			
2.2.0	SUITABLE POWER AND CONTROL PANEL : Suitable power panel incorporating Star Delta Starter along with Single Phasing Preventer, emergency Stop Button, having provision of Energy Saving Electronic Regulation and Monitoring System which permits. Following Control & Monitoring Function like Start, Stop and Reset Push Button, Along with intelligent shut down feature under no load condition.	Vendor to confirm			
2.2.1	AIR FILTERS: Set of suitable Air Filters consisting of pre-Filter, Fine Filter for application of the above Compressor to delivery dry and clean compressed air of the required quality.	Vendor to offer and submit detail			
2.3	NOISE PROOF CANOPY:				
2.3.1	Suitable Noise Proof Canopy to cover Air Compressor to reduce noise level.	Vendor to offer			
2.3.2	Size and details of Canopy	Vendor to submit detail			
2.4	FIRST FILLING OF OILS				
2.4.1	First filling of oils, Required for the Compressor and other items like Air Filter, etc., to be supplied by vendor. Manufacturer's details/ codes to be submitted by the vendor for oil being used.	Vendor to offer			
3.0	OTHER ITEMS:				ZX.

3.0	OTHER IMPO)		
3.1.1	OTHER ITEMS:			
0.1.1	Necessary Hoses and Pipes in required length and size			
	Connecters and Valves required between Compressor, Air Filter to be supplied with the equipment	Vendor to offer		
3.2	REQUIREMENT FOR ELECTRICAL EQUIPMENT			
3.2,1	Voltage =415V+10% Frequency 50 V			
	Voltage =415V+10%, Frequency= 50 Hz +3/- 3, No. Of phases= 3 phase with neutral.	Vendor to accept &		
	Power Supply source	offer	(
	Power Supply source, as above, will be provided by BHEL at a single point near the machine, as per layout recommended by Vendor. All type of cables, connections, circuit breakers etc. Required for connecting BHEL's power supply point to different parts of the machine/ control cabinets including Voltage Stabilizer, Transformer & Air-Compressor etc.			
	Stabilizer, Transformer & Air-Compressor etc. Shall be the responsibility of vendor. Requirement of grounding/earthling with advance so that same could be incorporated during construction of foundation.	Vendor to other		
	of foundation.			
4.0	ENVIRONMENTAL PERFORMAN			
	The machine should conform to the MACHINE:	Vandant		
	The machine should conform to following factors related to environment:	Vendor to offer		
4.1.1	Maximum poiss 1			
	Maximum noise level shall be 85dB (A) at normal load condition,	Y7 .		
	This will be measured as per international standards like DIN 45635-16, if required. Supplier to demonstrate compliance to	Vendor to confirm		
.1.2	If any safety/ anyi-			
	should be built in the machine by the vendor.	Vendor to confirm .		
.1.3	Paint of the machine should be	Vender to unler		Maring Section (Company of the Section Company)
1	not get peeled off and mixed up with coolant.	Vendor to confirm		
.1.3	Colour of the machine with the colour.			
V	Colour of the machine unit shall be mutually agreed between the Vendor and BHEL without any additional cost.	Vendor to accept		
2.1 F	POWER SUPPLY/ ENVIRONMENT	to decept		
2.2 T	The machine should be suitable for operation in the following Vonditions:-			
C	conditions:-	endor to accept &		
	Power supply for the machine: 415V, 3 phase, 50 Hz +/-	onfirm		
	- Ambient Temperature range: 5 deg Celsius to 45 deg			
	 Relative humidity: 95 % Max. Other conditions: Similar to tropical country. Dust laden atmosphere during some part of the year. 			

F.O.)	-)			
5.0	SPARES:				
5.1	Vendor to offer their recommended mechanical, electrical and hydraulic spares for 2 year of trouble fee operation of compressor and other items like Air Filter, Oil. itemised breakup of the offered spares should be offered by vendor. Unit Price of each item of spare should be offered as a part of technical bid.	Vendor to offer			
5.0	O & M MANUALS"				
5.1	Three sets of Operation & Maintenance Manuals in English language and its soft copies in CD should be supplied along with the equipment. Manuals should contain the following information in it.	Vendor to offer			
0.2	Operating manuals of Compressor including other items like Air Filter, etc.	Vendor to offer	1.		
5.3	Detailed Maintenance manual of Compressor including other items like Air Filter, etc. With the help of drawings of main assemblies/ sub-assemblies/parts including Electrical/ Hydraulic circuit diagrams.	Vendor to offer			
5.4	Catalogues, Operation & Maintenance manuals of all bought out items including drawings, wherever applicable.	Vendor to offer			
.0	PRE DESPATCH INSPECTION:	Attacher to programe			
.1	Pre-dispatch inspection may be carried out by BHEL representative at vendor's works. However it is at the discretion of BHEL and final acceptance will be done at BHEL, CFFP, HARIDWAR during the commissioning of the Compressor.	Vendor to offer			
0.0	ERECTION & COMMISSIONING:			1	
3.1	Supplier to take full responsibility for carrying out the erection and commissioning of compressor along with its all accessories at BHEL. Electrical power, water shall be provided by BHEL at only one point to be indicated by supplier in their layout drawings. Other requirements like crane shall also be provided by BHEL. During commissioning, vendor will have to demonstrate proper operation/ functioning of the Compressor and all other items	Vendor to offer			
	like, Air Filter etc. as per their specifications. Quality of outlet air from the Compressor Unit also to be demonstrated as per the technical specifications.	CKED BY SRIVASTAVA		OVED BY	
	Diley!	-1			

9.0	QUALIFYING CONDITIONS:-				
9.1	Only those vendors, who have supplied and commissioned at least two nos. "Screw type Air Compressor" of same or higher capacity (Air delivery rate) in the past ten years (on the date of opening of tender) and such Compressor are presently working satisfactory for more than six months after commissioning (on the date of opening of tender), should quote. The following information should be submitted by the vendor about the company (s) where similar compressors have been supplied. This is required from all the vendors for qualification of their offer.	submit with offer		BEVIATES	REMARKS
9.2	Name of the customer/ company where similar Compressor are installed.	Vendor to inform			•
9.3	Complete postal address of the customer.	Vendor to inform			
9.4	Month & Year of commissioning.	Vendor to inform			
9.5	Board specification of the machine(S).				
9.6	Name and designation of the contact person of the customer.	Vendor to inform			
9.7	Phone, FAX no. And e-mail address of the contact person of the customer.	Vendor to inform Vendor to inform			
9.8	Performance certificate from the customer regarding satisfactory performance of machine supplied to then (Original Certificate or Through E-mail directly from the customer). The original performance certificate may be returned after verification by BHEL, if required.	Vendor to arrange			
9.9	BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false/ incorrect, the offer shall be rejected.	Vendor to accept	,a -	, .	
10.0	GENERAL				130
10.1	Total Space required (Length Width, Height) for complete Compressor including all items like Filter etc. should be sent along with the offer.	Vendor to inform			
10.2	The supplier is to submit a clause wise deviation statement against each clause of the technical specification along with the offer.	Vendor to submit			

PREPARED BY CHECKED BY APPROVED BY





GENERAL TERMS AND CONDITIONS OF TENDER ENQUIRY ANNEXURE-A

1. Submit the tender in two parts i.e.

Part-I Techno-Commercial Bid

Part-II Price Bid

Techno-Commercial (part one) & Price Bid (part two) should be put in separate sealed envelopes. Both envelopes should be super scribed with **Tender Number**, **Date of Opening** & **Technical / Commercial Bid** and **Price Bid** respectively along with name of firm.

Both the envelopes i.e. containing Techno-Commercial Bid and Price Bid should again be kept in one envelope super scribed again with Tender No. and Date of Opening and the name of firm submitting the tender. to **AGM (MM),Purchase Department ,CFFP ,BHEL Hardwar,Ranipur ,Hardwar 249403.Uttrakhand ,India** .It is responsibility of vendors to submit their offer in time. Late offer will not be considered.

Part-I Envelopes super scribed with **Techno-Commercial Bid** must contain all information especially:-

- (a) Specification of the material offered should be strictly as per CFFP/BHEL specifications of Enquired material in tender documents. **Deviations if any must be indicated clearly in the offer. Rates to be quoted on FOR destination basis.**
- (b) All commercial terms i.e. packing, forwarding, Custom Duty ,Additional Duty ,ST/STT/VAT/CST, Excise duty/CVD , Bank Charges, payment terms & Insurance etc as applicable should be clearly mentioned **except Price** .Also mention present rate of applicable taxes & duties even if inclusive in rates.
- (c) Confirm to submit all required commercial documents (tax invoice, cenvatable duplicate copy of invoice, packing list, transit sale agreement etc.)& technical documents (TC/GC/QP etc.)
- (d) Registration Numbers of SSI, Central Excise, Sales tax, Income tax, DGS & D, ECC etc.
- (e) Un-priced copy of Price Bid.

Part-II Envelopes super scribed with Price Bid should contain priced copy of Price Bid. The price should be mentioned both in figures and words.

- 2. Authorized Signatory should authenticate all tender documents.
- **3. Techno-commercial bid (Part-I)** will be opened on the due date at 2.00 PM. In the presence of participating vendors or authorized representatives, who may wish to be present. Representative deputed to witness tender opening must produce an authority letter from the signatory of offer. After evaluation of technical bids & finalization of technical, commercial terms & condition, price bid of only successful vendors will be opened. Priced bid opening date will be intimated separately.
- **4**. The material offered must conform to the required BHEL specifications and drawings as well as instructions and details made available.
- **5. Original Test Certificate & other related Documents** from the original Manufacturer's test certificate is to be confirmed in the offer itself which is to be submitted along with dispatch document.
- **06**. CFFP/BHEL Hardwar reserves the right to accept or reject any or all tenders without assigning any reason there of.
- 07. Tenders not submitted in the prescribed manner are likely to be ignored/rejected.
- **08**. **Agent /Agency Commission**: Payment of any kind at any stage will not be made to Agent on account of agent commission or otherwise by CFFP BHEL Hardwar.
- **09**. **Inspection**: CFFP BHEL Hardwar inspection after receipt shall be final and binding. BHEL reserve the right to pre-inspect at Vendor's works or BHEL may nominate any testing house for inspection..
- 10. Dispatching port & Country to be mentioned.
- **11**. Vendor must submit the annual report giving the audited profit or loss account and balance sheet for last three financial years including current year ending.

The vendors who are registered with any unit of BHEL, India, in related category shall give the details also.

12. CFFP may assess the company profile before placement of purchase order as per BHEL practice and / or procedures wherever felt necessary.





ANNEXURE-II

WAM-28

Proforma for Bank Guarantee

Di	consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through vision CFFP Hardwar (hereinafter called the Company') having agreed to exempt (hereinafter called 'the said Contractor' which
ter	m includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and nditions of an Agreement date
the	and
	ly).
1.	(hereinafter referred to as 'the Bank') at the request
	undertake to pay to the Company an amount not exceeding Rs against any loss or damage caused to or suffered or would be
	caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2.	We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by
	reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3.	We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
	The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.



4.	We,(indicate the name of the Bank) further
	agree that the Guarantee herein contained shall remain in full force and effect during the
	period that would be taken for the performance of the said Agreement and that it shall
	continue to be enforceable till all the dues of the Company under or by virtue of the said
	Agreement have been fully paid and its claims satisfied or discharged or till
	Office / Department / Division of Bharat Heavy Electrical Limited
	certifies that the terms and conditions of the said Agreement have been fully and property
	carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a
	demand or claim under this guarantee is made on us in writing on or before the
	we shall be discharged from all the liability
	under this guarantee thereafter.
5.	We, (indicate the name of the Bank) further
	agree with the Company that the Company shall have the fullest liberty without our
	consent and without affecting in any manner our obligations hereunder to vary any of the
	terms and conditions of the said Agreement or to extend time of performance by the said
	contractor(s) form time to time or to postpone for any time or from time to time any of the
	power exercisable by the company against the said contractor(s) and to forbear or enforce
	any of the terms and conditions relating to the said Agreement and we shall not be
	relieved from our liability by any reason of any such variation or extension being granted to
	the said contractor(s) or for any forbearance, act or omission on the part of the company
	or any indulgence by the company to the said contractor(s) or by any such matter or thing
	whatsoever which under the law relating to sureties would but for this provision have effect
	of so relieving us.
6.	This guarantee will not be discharged due to the change in the constitution
	of the Bank or the contractor(s).
_	
7.	We,(indicate the name of the bank) lastly
	undertake not to revoke this guarantee during its currency except with the previous
	consent of the Company in writing.
-	
Dat	ted the day of
For	(indicate the name of the bank)
1 01	

ANNEX	JRE-III
	List of banks in BHEL Consortium
1	State Bank of India
2	Canara Bank
3	Bank of Baroda
4	Punjab National Bank
5	State Bank of Hyderabad
6	State Bank of Travancore
7	Corporation bank
8	Syndicate Bank
9	Indian Bank
10	Oriental Bank of Commerce
11	UCO bank
12	Central bank of India
13	IDBI Ltd.
14	HDFC Bank Ltd.
15	ICICI Bank Ltd.
16	Kotak Mahindra Bank ltd
17	The Federal bank Limited
18	ABN AMRO
19	CITI BANK
20	HSBC
21	DEUTSCHE BANK
22	STANDARD CHARTERED BANK

ANNEXURE-D Page 1 of 1

AUTHORISATION LETTER FOR E-PAYMENT/ELECTRONIC FUNDS TRANSFER (EFT/RTGS) PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY

	<u> </u>	
TYPE OF REQUEST (Tick One)	CREATE CHANGE	
BHEL Vendor/ Supplier Code Company's Name Address		
Addiess		
City Pincode State		
Contact Person(S) Telehone NO. FAX. No. e-mail id		
Bank Name Bank Address		
3. Bank Telephone No.		
4. Bank Account No.5. Account Type.		$\overline{-}$
Account Type. Bank's Branch Code		
7. Bank Swift Code		
(aplicable to EFT only)		
8. Enclose blank cancelled chequ	э	
<u>DECLARATION</u>		
Ranipur, Haridwar to electronicall hereby certify that the particulars	e above named company, hereby authorize BHEL CFFP, whereby make payments to the designated bank account. I given above are true, complete and correct. I not effected at all for reasons of incomplete or incorrect L/transfereing Bank responsible.	
•	ce untill BHEL, CFFP, Ranipur, Haridwar receives & equesting a change or cancellation.	
4. I have read the contents of the of me as a participant under E-pa	covering letter and agree to discharge the responsibilty expedyment/EFT/RTGS.	cted
Date: Authorized Signatory Designation		
Company Seal	Verification By Bank	

ANNEXURE - I OF COMMERCIAL TERMS & CONDITIONS ; REV: 04 A	Vendor's Confirmation
1) PAYMENT TERMS:	Commination
1.For Indigenous Vendors: 80% of the material cost to be paid against delivery of equipment at CFFP. Balance 20% of material cost and supervision / E&C and proving charges will be paid after satisfactory erection & Commissioning/ after acceptance of material at BHEL, CFFP(in cases where Erection and Commissioning is not involved.) against submission of PBG (as mentioned at clause no 1.2 below). Payment to be made through EFT (electronic fund transfer i.e e-payment Format attached.	
2. For Foreign Vendors: In case of foreign vendor payment through USANCE LC is acceptable. 80% of the material cost to be paid on 70th day of bill of lading date. Balance 20% of material cost and supervision / E&C and proving charges will be paid after satisfactory erection & Commissioning / after acceptance of material at BHEL, CFFP (in cases where Erection and Commissioning is not involved.).Payment to be made through usance LC which shall be opened 3 months before scheduled delivery date. Also pre-inspection has to be done by reputed third party inspection agency such as LLOYED, ALEX STEWART at the cost of vendor before dispatch/shipment of material.	
NOTE: a) As per payment terms, 20% will be released by BHEL after successful erection,	
commissioning and job proving. b) this 20% will be released against submission of performance bank guarantee valid for entire warrantee period from the date of commissioning.	
c) The security deposit is to be as per the tender condition.	
1.1LOADING (IF ANY TERM OF THIS ANNEXURE IS NOT AGREED BY VENDOR)	
WILL BE AS FOLLOWS:	
Loading: Wherever payment is realesed before receipt and acceptance of material suitable loading shall be done. Clean advance not acceptable. if any (Amount X):1.5% per month for the quoted delivery period for the amount 'X'	
Say Payment at the time against delivery (Amount Y): "1.5% per month for the amount X+Y exceeding 80% of contract value i.e. 1.5% of (X+Y-0.8Z) where Z is the contract value".	
In case any bidder does not accept any of the condition at (a) to (c) above then, their offer is likely to be rejected by BHEL and technical bid will not be processed, and no correspondence in this regards will be entertained.	
1.2 <u>P.B.G. TERMS</u>: Performance Bank Guarantee to be submitted on the prescribed format equal to the value of 10% of the total PO value (Total material cost + packing and forwarding + freight + E&C if applicable) valid for entire WARRANTY / GUARANTEE period agreed. This bank guarantee, in the format to be prescribed by BHEL (refer 2.1 for details), shall have to be submitted before release of last balance payment.	
1.3 <u>CURRENCY OF PAYMENT</u> : Mention the currency in which payment has to be made. For evaluation of price bids, conversion rate shall be taken from Reserve Bank of India website www.rbi.org.in, of one prior working day before date of price bid opening. 1.4 <u>FOR INDIGENOUS SUPPLY</u> : For indigenous supply the currency shall be Indian Rupees	
1.1 1 OK II (DED DOLLE). I of margenous supply the currency shall be mutan Rupees	
1.5 SUPERVISION CHARGES:	
For Indian Suppliers: It should be quoted in Rupees.	
For Foreign Suppliers: If supervision is being carried out by persons /company in India, it should be quoted in Indian Rupees, clearly indicating agency by whom E&C shall be carried out and payment to be realesed. However ultimate responsibility of equipment, E&C shall be of principal	
1.6 <u>TAXES</u>: All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.	
2.) <u>SECURITY DEPOSIT:</u> Vendor has to submit security deposite equal to the 5% of total PO value (Total material cost + packing and forwarding + freight + E&C if applicable) in the currency of order within one month of receipt of order in the form of Bank Guarantee in BHEL format and BHEL consortium bank (list given on website www.bhelhwr.co.in) valid for two months beyond shipment.	

2.1 SUBMISSION OF BANK GUARANTEE: All bank guarantees for security deposit as well	
as for performance should be from one of the BHEL consortium banks and the bank guarantee	
should be in the Performa prescribed by BHEL (see annexure-II & III).	
3) LATE DELIVERY PENALTY CLAUSE (LD): Penalty for late delivery shall be	
applicable @ 0.5% per week and part thereof subject to a maximum of 10% for total P.O. value	
(Total material cost + packing and forwarding + freight + E&C if applicable) from the date of	
scheduled delivery of PO. If any vendor do not accept the LD @ of 0.5% per week and part	
thereof subject to a maximum of 5% of total PO value (Total material cost + packing and	
forwarding + freight + E&C if applicable) their offer will be ignored. Vendors accepting LD	
terms different from the proposed terms of 0.5% per week and maximum 10%, their offer will be	
loaded @ %age deviation from the range of 10% on their total prices ((landed value to CFFP). If	
the vendor does not accept as above their offer is likely to be ignored and technical bid will not be	
processed.	
4) DELIVERY OF THE EQUIPMENT: Should be within 10 weeks from the date of Purchase	
Order.	
Prices should be quoted on FOR CFFP, destination basis only. Foreign vendors can also	
quote on FOB.	
5) <u>SETTLEMENT OF DISPUTES</u> :	
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 Court, which will	
have exclusive jurisdiction.	
6) <u>AUTHORIZATION OF PRE-INSPECTION</u> : BHELreserve the right to pre inspect the	
material at vendor works before despatch.	
7) DRAWING / DATA APPROVAL: Any drawing / data approval required from BHEL after	NOT APPLICABLE
placement of order shall be the responsibility of the vendor and any delay on account of the same	TOTTH TETOTIBLE
shall be the responsibility of the vendor and have no bearing on the penalty applicable.	
shall be the responsibility of the vendor and have no bearing on the penalty applicable.	
7.1) Time period required for Foundation / Erection & commissioning (to be	
7.1) Time period required for Foundation / Erection & commissioning.(to be specifically mentioned, if required)	
specifically mentioned, if required)	NOT A DDI ICA DI E
specifically mentioned, if required)8) <u>DRAWING/DESIGN/ INFORMATION USE</u>: The vendor will have to give an undertaking	NOT APPLICABLE
 specifically mentioned, if required) 8) <u>DRAWING/DESIGN/ INFORMATION USE</u>: The vendor will have to give an undertaking that the drawing / design / information enclosed with the enquiry / proposed order will not be 	NOT APPLICABLE
specifically mentioned, if required)8) <u>DRAWING/DESIGN/ INFORMATION USE</u>: The vendor will have to give an undertaking	NOT APPLICABLE
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Date: