



**BHARAT HEAVY ELECTRICALS LIMITED**

**IVP GOINDWAL SAHIB**

**MM DEPARTMENT**

**Date: 15-Nov-19**

**CORRIGENDUM**

**Reference:** *Tender Enquiry no. 1920-090 Dated 25.10.2019 for the Supply & Commissioning of Airless Painting Spray Equipment along with Spares*

- *Tender submission time and date has been revised up to 1400 Hrs Date: 20.11.2019.*
- *The tender will be opened at 1530 Date: 20.11.2019.*
- *All other terms and conditions will remain unchanged.*

# TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

|                                         |                                                                              |
|-----------------------------------------|------------------------------------------------------------------------------|
| Tender Enquiry No                       | 1920-090                                                                     |
| Enquiry date                            | 25-Oct-19                                                                    |
| Last time and date of tender submission | 1400 Hrs 15-Nov-19                                                           |
| Tender opening time and date            | 1530 Hrs 15-Nov-19                                                           |
| Quotation Parts                         | Two-part Bid                                                                 |
| Item Description                        | Supply & Commissioning of Airless Painting Spray Equipment along with Spares |
| Item Specification                      | As mentioned in Technical Specification (Annexure-B)                         |
| Delivery schedule (In days)             | 60 days from date of release of PO/LOI                                       |
| Validity of offer (In days)             | 90 days                                                                      |

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

## QUOTATION SUBMISSION

Tenders in two part bids are invited for Supply of **Supply & Commissioning of Airless Painting Spray Equipment along with Spares (Qty.- 01 nos.)** to BHEL IVP Goindwal Sahib.

Following point need to be noted by supplier as follows: -

Sealed tenders in two parts; Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited for supply of “**Supply & Commissioning of Airless Painting Spray Equipment along with Spares (Qty.- 01 nos.)**” to BHEL IVP Goindwal’ as per tender enquiry. The relevant documents are attached with the Enquiry. The two bids should be submitted in **separate sealed inner envelopes** duly mentioning the detail as follows:

| Bid                               | Bid description         | Superscribing on envelope                                                           | *** Should contain ***                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------|-------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Part I in First sealed envelope   | Techno-Commercial Offer | Part-I (Techno-Commercial) bid against tender enquiry no: 1920-090 Dated 25-Oct-19. | <p>1. Acceptance of all terms and conditions of tender enquiry. (Preferred is submitting signed copy of terms and conditions; if nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on).</p> <p>2. Duly filled <b>ANNEXURE-A PRE-QUALIFICATION CRITERIA</b>.</p> <p>3. Technical Specification as per <b>Annexure-B</b>.</p> <p>4. Duly filled <b>ANNEXURE C</b>.</p> <p>5. <b>Un-priced</b> bid as per format attached. <b>All details, i.e. whether quoted for item, duties and taxes etc. should be filled.</b></p> |
| Part II in Second sealed envelope | Price Bid               | Part-II (Price) bid against tender enquiry No: : 1920-090 Dated 25-Oct-19.          | <p><b>Price bid in the format attached.</b></p> <p><b>Anything other than prices mentioned in the price bid shall be considered invalid &amp; in no case will be accepted.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                             |



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All the sealed envelopes should be put in outer sealed envelope superscripting all details i.e. Enquiry Number, Date, Supplier's Name and Address and Item.

### CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED IN TWO PARTS BIDS

| S. No. | Document                                                                                                                                               |                                                          | Status      |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------|
| 1      | Envelope should contain: -<br><br>Techno-Commercial offer                                                                                              | Sealed envelope marked as Part-I Techno-Commercial Bids" | Yes, Sealed |
| 2      | Price Bid (Price Bid Format as per Annexure III) sealed in separate envelope super scribing tender enquiry detail, due date of opening, sender address | Sealed envelope marked as Part-II "Price Bid"            | Yes, sealed |
| 3      | All two sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date                                       |                                                          | Yes         |



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### **ANNEXURE-A : PRE-QUALIFYING CRITERIA FOR SUPPLY OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares (Qty.- 01 nos.).**

The bidder/vendor has to compulsorily meet the following requirement to get qualified for submitting an offer for the Supply & Commissioning of Airless Painting Spray Equipment along with Spares as per tender terms & conditions:

| S.No. | Pre-Qualification Criteria for the vendor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Document Copy to be furnished |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 1.    | Only those vendors (OEMs), who have supplied and commissioned at least one Airless Spray Painting Equipment with<br>a) Min 1.5 LPM spray output or more and<br>b) Pressure Ratio 60:1<br>in past five years (on or after 01.08.2014) and at present such equipment should be working satisfactory, for a minimum period of one year after commissioning, are eligible to quote. Vendor shall submit PO copy of any customer as proof of supply and performance satisfaction document from the same customer.                                                                             |                               |
| 2.    | <b><u>For startups :</u></b> The Purchase order criteria in pre-Qualification terms shall not be applicable to Start-Up Firms. These relaxations and exemptions are in line with D.O. No. 5(4)/2016-BE-I dated 15.02.2017. However for claiming the Start-Up exemption, the bidders have to submit documentary evidence or undertaking of following:<br>1. The business being a start-up firm<br>2. The capacity of the firm to supply a similar Airless Spray Painting Equipment as mentioned in S. No. 1 in Annexure A & in conformance with technical specifications vide Annexure B. |                               |

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## ANNEXURE- B

**TECHNICAL SPECIFICATIONS OF Supply & Commissioning of Airless Painting Spray Equipment (Qty.- 01 nos.)  
along with Spares REQUIRED AT: BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT,  
GOINDWAL SAHIB, PUNJAB**

- 1. Technical Specification, Spares requirement and commissioning scope of equipment is defined below :**

**ITEM DESCRIPTION:** - AIRLESS SPRAY EQUIPMENT PACKAGE WITH SINGLE GUN OPERATION CONSIST OF FOLLOWING ITEMS & SPECIFICATIONS: -

| S.NO. | PARAMETER                        | REQUIRED SPECIFICATION |
|-------|----------------------------------|------------------------|
| 1.    | MODEL                            | VENDOR TO SPECIFY      |
| 2.    | AIR INLET PRESSURE               | 6 BAR                  |
| 3.    | FLUID AIR PRESSURE RATIO MINIMUM | 60:1                   |
| 4.    | AIR OUTLET PRESSURE MAX          | 420 BAR                |
| 5.    | FLUID INLET SIZE                 | 1 ¼" BSP               |
| 6.    | FLUID OUTLET SIZE                | 3/8" BSP               |

|    |                                                              |       |
|----|--------------------------------------------------------------|-------|
| 1. | AIRLESS SPRAY PUMP WITH SUCTION HOSE AND AIR SUPPLY ASSEMBLY | 1 NO. |
| 2. | TROLLEY FOR PUMP WITH SOLID WHEELS FOR EASY MOVEMENT         | 1 NO. |
| 3. | HIGH PRESSURE FILTER                                         | 1 NO. |
| 4. | AIRLESS SPRAY GUN WITH TIP & GUARD                           | 1 NO. |
| 5. | HIGH PRESSURE HOSE 10 MTR LONG WITH END FITTINGS             | 1 NO. |
| 6. | AIR HOSE 10 MTR LONG WITH END FITTINGS                       | 1 NO. |

### **MANDATORY SPARES**

|    |                                                     |       |
|----|-----------------------------------------------------|-------|
| 1. | SPARE SET FOR PUMP (ITEMS LIST TO BE ENCLSOED)      | 1 SET |
| 2. | SPARE SET FOR SPARY GUN (ITEMS LIST TO BE ENCLSOED) | 1 SET |
| 3. | SPRAY GUN WITH TIP & GUARD IN SPARE                 | 2 NO. |
| 4. | TC NOZZLE IN SPARE                                  | 2 NO. |
| 5. | HIGH PRESSURE FILTER                                | 1 NO. |
| 6. | AIR HOSE 10 MTR LONG WITH END FITTINGS              | 1 NO. |

### **COMMISSIONING PROCESS: -**

- 1) OPERATING MANUAL WITH SAFETY FEATURES REQUIRED (3 COPIES).
- 2) COMMISSIONING OF EQUIPMENT BY THE PARTY REPRESENTATIVE SHALL BE DONE WITHIN 15 DAYS FROM THE INTIMATION DATE OF BHEL REGARDING READINESS OF SITE FOR COMMISSIONING.
- 3) ONSITE TRAINING WILL BE PROVIDED BY PARTY REPRESENTATIVE AT THE TIME OF COMMISSIONING



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### **2. INSPECTION SCOPE :-**

- a) Supplier shall give pre-dispatch inspection call after readiness of equipment in all respects and before dispatch of the material.
- b) Inspection and performance testing of equipment at supplier's works with paint and other necessary arrangements to be made by supplier.
- c) Performance trial run and training at BHEL works shall be provided by supplier representative. Paint and other necessary arrangement for equipment as informed by supplier will be arranged by BHEL.
- d) Test certificates of pressure gauges, spray painting gun and all other measuring equipments to be provided by supplier alongwith equipment.
- e) Paint to be used by supplier at his/her works shall be Heat Resistant Paint Aluminium Paint to IS 13183 Gr I and Red Oxide Zinc Phosphate Primer (Alkyd Base) to IS 12744 during inspection and performance testing.

### **3. OTHER REQUIREMENTS :**

- a) The equipment shall be trolley mounted type with wheels for portability.
- b) Vendor to confirm that minimum spray volume of equipment shall be 1.5 LPM.
- c) Erection & Commissioning Charges of the Equipment is Nil.
- d) Vendor shall give a guarantee against manufacturing defects of 18 months from the date of dispatch or 12 months from use, whichever is earlier.



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## **GENERAL INSTRUCTIONS**

### **G1. INSTRUCTION TO BIDDER**

Quotations shall be submitted before due date and time. Late offers are liable to be rejected, so please ensure to submit bid well within due date and time. Techno-commercial part will be opened on due date.

**Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids by email/fax/post/courier/E-procurement system generated email.**

#### **G1.1 INSTRUCTION TO BIDDER (In case of Non-E-Procurement / Paper/ Manual/ Hard Copy based tenders)**

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. Fax (01859-222061) / E-Mail ([tendermm\\_ivp@bhel.in](mailto:tendermm_ivp@bhel.in)) offers received in time shall be considered only when such offers are complete in all respects. In case of bulky tender please handover quotation to Sh Rakesh Kumar/SDGM/Head-MM or Sh Gurcharan Singh / AGM-Operations & MM. [Contact: 01859 224 615/631]. Bid can be send to following address:

**BHEL, Industrial Valve Plant,  
#433, Industrial Complex,  
Goindwal Sahib, Distt. Tarn Taran,  
Punjab-143422.**

#### **G1.2 INSTRUCTION TO BIDDER (In case of E-Procurement)**

Interested bidders/Suppliers shall submit their offer through e-Procurement mode at <https://bhel.abcpurchase.com>. **Offers in any other mode will not be accepted.**

For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps:

##### **a. Requirements**

1. Computer with good Internet Connection.
2. Operating System should be Windows Vista / Windows 7 and above.
3. Web Browsers: Internet Explorer 9.0 (32-bit Browser only) & above

##### **b. Mandatory Requirements:**

Suppliers interested for registration for BHEL Open Tenders should have a valid DSC (Digital Signature Certificate) before Proceeding forward for Registration. Herein a Valid DSC refers to a Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website.



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## For Unregistered Suppliers in EPS:

Procedure for Online Registration in EPS for Open Tender Suppliers for BHEL. Please follow the below steps for registration: -

1. Click Register Button (Top of the Screen).
2. Please input your organization PAN No (in case of Indian supplier) or select your "country" in case you are an overseas Supplier.
3. Select Units to participate in.
4. Fill up Company details.
5. Key in your desired login id If you have registered by keying in PAN No. then your desired login id will be prefixed by "OTI", In case of **overseas suppliers it will be also prefixed with "OTI"**.
6. Fill in the Captcha code & agree to the terms & conditions and privacy policy of this website and click SUBMIT.

Once the above steps are completed, contact to M/s eProcurement Technologies Limited for ID Activation. M/s e Procurement Technologies limited, Ahmedabad will activate your ID within 2 business hours. After registering, follow the steps provided in "For Registered Supplier" to view RFQ.

NB: - 1 BHEL Administrator or user will have no role for approving Registration and Open Tenders and DSC for any supplier who has registered himself from the front END which is in case of OT.

## For Registered Supplier in EPS:

1. Supplier visits EPS home page
2. Supplier Login in with their user id and password
3. Search the RFQ ID and views it.
4. Attaches themselves to the RFQ by clicking the "I/We wish to participate".
5. Supplier fills the bid template and makes necessary attachments
6. Supplier submits their bid by clicking Sign, Encryption & Save button.

In any problem is faced by supplier while login/registration in EPS (<https://bhel.abcprocure.com>) and any other assistance, please contact the support team of M/s e Procurement Technologies limited, Ahmedabad as per details mentioned in table below: -

| Name               | Contact Nos.   | e-mail ID                                                    | Role                                     | Location       |
|--------------------|----------------|--------------------------------------------------------------|------------------------------------------|----------------|
| Mukunthan          | +91 6353215001 | <a href="mailto:Trichy.bhel@eptl.in">Trichy.bhel@eptl.in</a> | Support Executive                        | Trichy         |
| Swapnil Hamilton   | +91 7940270549 | <a href="mailto:swapnil.h@eptl.in">swapnil.h@eptl.in</a>     | Support Executive                        | HO – Ahmedabad |
| Hardik Oza         | +91 7940270560 | <a href="mailto:Hardik.oza@eptl.in">Hardik.oza@eptl.in</a>   | Support Executive                        | HO – Ahmedabad |
| Ankur Bhatt        | +91 7940270590 | <a href="mailto:ankur.bhatt@eptl.in">ankur.bhatt@eptl.in</a> | Support Executive                        | HO – Ahmedabad |
| Prashant Rajyaguru | +91 7940270545 | <a href="mailto:prashant@eptl.in">prashant@eptl.in</a>       | Asst. Manager – Implementation & Support | HO – Ahmedabad |
| Dharam Rathod      | +91 7940270596 | <a href="mailto:dharam@eptl.in">dharam@eptl.in</a>           | Manager – Implementation & Support       | HO – Ahmedabad |
| Pradip Parmar      | +91 7940270532 | <a href="mailto:pradip@eptl.in">pradip@eptl.in</a>           | Sr Mgr – Implementation & Support        | HO – Ahmedabad |
| Devang Patel       | +91 7940270576 | <a href="mailto:devang@eptl.in">devang@eptl.in</a>           | Sr Manager – Implementation & Support    | HO – Ahmedabad |



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Distt Tarn Taran, Punjab-143422]

## **G2 OTHER IMPORTANT INFORMATION RELATED TO E- PROCUREMENT TENDERS/ SEALED TENDERS**

1. The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
2. The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and M/s e Procurement Technologies limited will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.
3. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
4. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.
5. Ranking L-1, L-2 etc. shall be done for individual item for the techno-commercially acceptable offers on landed cost to BHEL, IVP Goindwal basis and BHEL reserves the right to place order for individual items with different vendors. In the event of more than one vendor becoming L1 for the item, the enquiry quantity will be shared equally among all the L1 vendors.
6. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, **L1** price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.
7. **If supplier is mentioning delivery destination within state/ outside state depending upon his location of factory, Free On Road etc these are assumed as on FOR Goindwal. If supplier is wishing to give delivery on Ex works basis, then he has to clearly mention about it.**

## **G3 PRICE BASIS**

- a. Order of enquiry item sl. No. shall be maintained in the quotation.
- b. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
- c. Rates quoted should be F.O.R Goindwal basis. If bidder has quoted Ex Works, loading shall be done as per BHEL discretion for tender evaluation.

**Variation in GST or any other statutory levies during contractual delivery period shall be to BHEL's account**

## **G4 VALIDITY OF OFFERS:**

The validity of offers shall be kept open for acceptance 90 days from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

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### G5 SCOPE OF SUPPLY

- Vendor Scope: Supply & Commissioning of Airless Painting Spray Equipment along with Spares as per technical specification (ANNEXURE- B).

### G6 REPLACEMENT OF REJECTION

If the material is rejected due to defective workmanship during inspection or at the time of actual use, within the guarantee period (i.e. as per clause 13), the rejected material shall be replaced by the supplier. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. If the material is found defective and rejected during use for which payment has already been released the rejected quantity shall be supplied free of cost by the vendor within a month of intimation of the rejection by BHEL.

Lifting of rejected material is under Supplier's scope. BHEL will inform related invoice, qty etc to supplier. Supplier is expected to give the plan to lift and advance intimation when visiting to lift the material. Material should be lifted within one month from date of intimation. After one month BHEL will not be responsible for rejected material. BHEL may decide to send the rejected material on to Pay basis to supplier. Any leniency/ unresponsiveness/delay on part of supplier may lead to appropriate action by BHEL. Any request to postpone in written may be considered but replacement should not be linked with lifting of material.

### G7 SUPPLIED MATERIAL ADJUSTMENT

Item/s pending in previous PO has to be billed in previous PO only. Otherwise BHEL will be free to adjust the supplies in previous PO. Any implication of tax will be on supplier's account. For this it is desirable to reconcile the pending PO statement every month/frequently. BHEL will give pending PO statement every month. This can also be viewed at Portal (<http://vis.bheltry.co.in/mm/index.jsp>).

### G8 DELIVERY SCHEDULE

Supplies shall be affected and completed within 60 of release of PO/LOI. Vendor shall be required to complete the order as per the BHEL schedule requested. Bidders are required to quote time period separately for 'Supply' and 'E&C' of equipment.

(a) **Supply Period** :- Bidders are requested to quote firm Time period required for delivery of the equipment, (FOR dispatching station). For Supply portion, delivery period shall be reckoned from the date of purchase order/LOI to dispatch from the vendor works.

(b) **E&C Period** (applicable only if mentioned in scope of supply: G5):- Bidders are requested to quote the E&C period required for successful commissioning of equipment. Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.



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The bidders should quote their best schedule for Supply and E&C against the schedule indicated in NIT. Bidders not accepting the delivery schedule as stated in NIT are liable for rejection.

### G9 ACCESS TO MANUFACTURING PREMISES:

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

### G10.TERMS OF PAYMENT: refer annexure C

**NOTE:** In case of any deviation from standard payment term mentioned above, BHEL at its discretion may load on the item price at Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening (Part-I bid in case of two part bid) + 6%, for the amount & period of relaxation sought by bidder.

### G11.VALUE FOR ERECTION & COMMISSIONING AT BHEL- (applicable only if mentioned in scope of supply: G5 )

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

E&C value should be quoted separately by Bidders. Only in case where quoted value is less than the minimum value indicated below or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated below and accordingly supply value will be adjusted from that quoted value and the balance will be released as E&C payment. **The bidder, however, can choose to quote the E&C value higher than the below mentioned minimum E&C value (%) and suitably apportion the supply value.**

**The default erection commissioning percentage of equipment for BHEL is 5.0 %**

### G12.AVAILING INPUT TAX CREDIT (ITC) BY BHEL

1. Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.

## TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares

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Distt Tarn Taran, Punjab-143422]

2. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
3. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
4. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

### G13.LIABILITY UNDER REVERSE CHARGE (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

### G14.PACKING

The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal transport by sea / air / rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.

### G15.INSPECTION

- a. All required tests as called in referred material standard/BHEL/TDC/drawing etc shall be carried out by vendor at no extra cost. **BHEL may decide to inspect itself/arrange third party at vendors' works itself as and when necessary with prior intimation to the vendor.** No additional charges shall be claimed for such inspections.
- b. Third party inspection charges will be borne by BHEL. Moreover, all required infrastructure (testing, tools etc) have to be arranged by supplier.
- c. **Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.**
- d. Material Test Certificates (MTC), Inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.
- e. Latest applicable revisions of standards/procedures to be referred. International/National standards are to be arranged by vendor.
- f. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.



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- g. Necessary tooling including thread gauges etc. have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.
- h. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

### **G16.PREFERENCES FOR MSE's**

MSE suppliers can avail the intended benefits only if they submit along with the offer UAM (Udyog Aadhaar Memorandum), attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 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 not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Payment for MSE indigenous suppliers will be made as per MSMED Act, 2006.

### **G17.GUARANTEE/WARRANTEE**

Vendors shall provide a guarantee of machine performance as per tender terms & conditions-annexure B, starting from the date of commissioning of the equipment at BHEL Goindwal and shall provide spares and services during warranty period to maintain the machine in working condition.

Offers from vendors not accepting to the requested guarantee period are liable for rejection.

### **G18.PENALTY FOR LATE DELIVERY**

Delivery terms mentioned in the PO/LOI shall be adhered to. In case of approval of drawings or any other technical documents, a nominal period of 15 days shall be considered as included in the delivery period mentioned. If BHEL is taking more time in such approvals, delivery period can be extended accordingly. All such technical documents to be approved by BHEL shall be submitted within 15 days of release of PO/LOI. Delivery of the goods specified in the purchase order should be made within the time prescribed.

Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).



## TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

If any vendor does not accept PLD **½% of the supply and E&C separately for each week of delay subject to a maximum of 5%**, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% PLD shall not be loaded on account of PLD. However, bidders who offer any other % PLD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %. e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3). As regards LD, the delivery date (FOR dispatching station) shall be considered.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.

For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

### **G19.RISK PURCHASE**

If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.

### **G20.SUB-CONTRACT**

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

### **G21.FORCE MAJEURE**

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of





## **TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares**

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

### **G22.DISPUTES**

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

### **G23.JURISDICTION**

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

### **G24.CLARIFICATIONS**

The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

### **G25.LOI (Letter of Intent)**

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

### **G26.WORDS AND FIGURES**



## TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

- 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 shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e. Bids should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.
- f. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.

### **G27.GENERAL**

- a. BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- b. BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- c. BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
- d. If possible, please submit soft copy of price quotation [copied on a blank CD of standard make] put in the sealed offer.
- e. Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.
- f. BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.
- g. BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.
- h. After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
- i. Any term is special tender terms and conditions will supersede the GCC.
- j. BHEL reserves the right to negotiate with L1 bidder/s.



## **TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares**

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

### **G28.BANNED FIRMS**

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

### **G29.DISCLAIMER CLAUSE (Only for E procurement)**

Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (M/s e Procurement Technologies limited) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

### **G30.FRAUD PREVENTION POLICY**

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

### **G31.REVERSE AUCTION**

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be

## TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

### **G32.SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS**

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

**If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions”**

### **G33.PREFERENCE TO MAKE IN INDIA**

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal



## **TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares**

**[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]**

Ministry shall be applicable even if issued after issue of this NIT before finalization of contract/PO/WO 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.



# TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

## ANNEXURE-C

### COMMERCIAL TERMS AND CONDITIONS CONFIRMATION SHEET

PLEASE NOTE THAT THE CONDITIONS INDICATED IN THE COMMERCIAL TERMS AND CONDITIONS APPLICABLE FOR THE TENDER ARE APPLICABLE ONLY TO THE EXTENT THEY ARE NOT SUPERSEDED BY THE FOLLOWING CONDITIONS

**Description of the Equipment: Supply & Commissioning of Airless Painting Spray Equipment along with Spares**

**BHEL Tender No. & Date: 1920-090 DATED 25-Oct-19**

| Sl. no. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Vendor's confirmation         |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 1.0     | <p><b>Price Bid:</b><br/>Price Bid should contain the price particulars of items , co-related to the technical details provided in Part I. Techno-commercial bid alone without the Price Bid would be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.</p> <p>The bidder has to quote charges for 'Supply'(G5) and 'Erection &amp; Commissioning'(G11) separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL- refer Annexure - B).</p>                                                                                                                                                                                                                                                   |                               |
| 2.0     | <p><b>Validity:</b><br/>Validity of the offer should be 90 days from the date of tender opening.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |
| 3.0     | <p><b>Payment terms (for item sr. no. 1-ref annexure B )-</b></p> <p>a. 100% payment, within 45 to 90 days, After successful commissioning &amp; acceptance of equipment at BHEL, Goindwal, Punjab.</p> <p><b>NOTE: In case of any deviation from standard payment term mentioned above, BHEL at it's discretion may load on the item price at Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening (Part-I bid in case of two part bid) + 6%, for the amount &amp; period of relaxation sought by bidder.</b></p>                                                                                                                                                                                                                                            |                               |
| 4.0     | <p><b>Value for Erection &amp; Commissioning (see G11) at BHEL:</b><br/>Erection &amp; Commissioning (E&amp;C) value will include services to be rendered at BHEL like erection, commissioning, job proving, training to operators, supervising foundation work etc. (to be together called as E&amp;C). <b>E&amp;C is in the scope of the supplier</b>, and E&amp;C value should be quoted separately by the bidders.</p> <p>Only in case where quoted value is less than the minimum value indicated below or separate E&amp;C values are not mentioned in the offer, value for E&amp;C portion shall be deemed to be considered as the value indicated below and accordingly supply value will be adjusted from that quoted value and the balance will be released as E&amp;C payment . <b>The</b></p> | NOT APPLICABLE IN THIS TENDER |

## TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

| Sl. no. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Vendor's confirmation |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|         | <p>bidder, however, can choose to quote the E&amp;C value higher than the below mentioned minimum E&amp;C value (%) and suitably apportion the supply value.</p> <p><b>The default erection commissioning percentage of equipment for BHEL is 5.0%</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |
| 5.0     | <p><b>Currency of payment:</b><br/>The currency shall be Indian Rupees.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |
| 6.0     | <p><b>Taxes &amp; Duties:</b></p> <ol style="list-style-type: none"> <li>a. Documents to be submitted (if applicable) <ol style="list-style-type: none"> <li>i. Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.)</li> <li>ii. Transporter copy along with material/consignment.</li> <li>iii. Material Test Certificates (MTC) and</li> <li>iv. Compliance Certificate.</li> </ol> </li> <li>b. GST registration number is to be submitted by qualified vendor as per GST law.</li> <li>c. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.</li> <li>d. <b><i>BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.</i></b></li> <li>e. <b><i>Conditions relating to release of GST portion:</i></b><br/>                     Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:<br/>                     The reimbursement of GST portion of invoice shall be released only upon: - <ol style="list-style-type: none"> <li>1. vendor declaring such invoice in his GSTR-1 and</li> <li>2. receipt of goods and Tax invoice by BHEL and</li> <li>3. Confirmation of payment of GST thereon by vendor on GSTN portal.</li> <li>4. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.</li> </ol> <ul style="list-style-type: none"> <li>- In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.</li> <li>- In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or</li> </ul> </li> </ol> |                       |

## TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

| Sl. no. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Vendor's confirmation        |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
|         | reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor alongwith interest levied / leviable on BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |
| 7.0     | <b>Delivery Period:</b><br><b>Bidder should quote time period separately for 'Supply' and 'E&amp;C' of equipment.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                              |
|         | (a) Supply Period (as per G5):– Bidders are requested to quote firm Time period required for delivery of the equipment, (FOR dispatching station). For Supply portion, delivery period shall be reckoned from the date of purchase order/LOI to dispatch from the vendor works.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                              |
|         | DELIVERY PERIOD REQUIRED BY BHEL (SUPPLY PORTION)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Within 60 days from PO / LOI |
|         | DELIVERY PERIOD OFFERED BY VENDOR (SUPPLY PORTION)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                              |
|         | (b) E&C period (as per G11):– Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |
|         | E & C PERIOD REQUIRED BY BHEL (E & C PORTION)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 15                           |
|         | E & C PERIOD OFFERED BY VENDOR (E & C PORTION)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                              |
| 8.0     | <b>LIQUIDATED DAMAGES (LD):</b><br><br>Delivery terms mentioned in the PO/LOI shall be adhered to. In case of approval of drawings or any other technical documents, a nominal period of 15 days shall be considered as included in the delivery period mentioned. If BHEL is taking more time in such approvals, delivery period can be extended accordingly. All such technical documents to be approved by BHEL shall be submitted within 10 days of release of PO/LOI. Delivery of the goods specified in the purchase order should be made within the time prescribed.<br>Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.<br><br>The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).<br><br>The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).<br><br>Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C). |                              |



## TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

| Sl. no. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Vendor's confirmation |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|         | <p>If any vendor does not accept PLD ½% of the supply and E&amp;C separately for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% PLD shall not be loaded on account of PLD. However, bidders who offer any other % PLD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %. e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3). As regards LD, the delivery date (FOR dispatching station) shall be considered.</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 the purpose of penalty 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> |                       |
| 9.0     | <p><b>SHORT SUPPLY / WARRANTY REPLACEMENT:</b></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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| 10.0    | <p><b>Risk purchase:</b></p> <p>If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.</p> <p><b>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |
| 11.0    | <p><b>Guarantee / Warranty:</b> Vendors shall provide a guarantee of machine performance as per technical terms – Annexure B, from the date of commissioning of the equipment at BHEL Goindwal and shall provide spares and services during warranty period to maintain the machine in working condition.</p> <p>Offers from vendors not accepting to the requested guarantee period are liable for rejection.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |



# TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

| Sl. no. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Vendor's confirmation |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 12.0    | <b>Performance Bank Guarantee [PBG]:</b> Performance Bank Guarantee (PBG) for 10% of the total order value covering the agreed Guarantee period (with additional 2 months as claim period) has to be furnished. In case of indigenous bidder, the PBG shall be in the format enclosed and from one of the banks mentioned therein. In case of import, the foreign vendor shall arrange to give a counter guarantee to Punjab National Bank (PNB) Goindwal Sahib and PNB will provide the PBG to BHEL in the format enclosed. In case any bidder does not accept for submission of Performance Bank Guarantee (PBG), their offer is likely to be rejected and the technical bid not processed. All bank charges in India and outside India will be to the supplier's account. |                       |
| 13.0    | <b>Contacts:</b><br>Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
|         | Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
|         | Designation:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |
|         | Email ID:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |
|         | Phone No.:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
|         | Mobile No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
|         | Fax No.:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |
|         | Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |
| 14.0    | <b>Terms of Delivery:</b><br><b>FOR, BHEL, Stores</b><br><b>Industrial Valves Plant</b><br><b>433, Industrial Complex</b><br><b>Goindwal – 143 422</b><br><b>District: Tarn Taran (Punjab), India</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| 15.0    | <b>Weight:</b><br>Approximate Net weight of the total consignment<br>Approximate Gross weight of the total consignment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |



## TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

### FORMAT FOR PERFORMANCE BANK GUARANTEE

Bank Guarantee No:

Date:

To  
NAME  
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> (Rupees -----)/FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract, we, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- <sup>6</sup> ( Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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.....

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We 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 Contract / satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We .....BANK further agree with the Employer that the Employer 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 Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor /



## TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

Supplier 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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

This Guarantee shall remain in force upto and including..... 7 and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....8we shall be discharged from all liabilities under this guarantee thereafter.

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 6
- b) This Guarantee shall be valid up to .....7
- c) Unless the Bank is served a written claim or demand on or before .....8 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, ..... Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

*<sup>1</sup> NAME AND ADDRESS OF EMPLOYER i.e. Bharat Heavy Electricals Limited*

*<sup>2</sup> NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER.*

*<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

*<sup>4</sup> CONTRACT VALUE*

*<sup>5</sup> PROJECT/SUPPLY DETAILS*

*<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS*

*<sup>7</sup> VALIDITY DATE*

*<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD*

### Note:

The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.



## **TENDER TERMS & CONDITIONS OF Supply & Commissioning of Airless Painting Spray Equipment along with Spares**

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,  
Distt Tarn Taran, Punjab-143422]

### **LIST OF CONSORTIUM OF BANKS**

Bank guarantees should be got released from any of the below banks only.

#### **Nationalised Banks:**

- (1) State Bank of India
- (2) Allahabad Bank
- (3) Andhra Bank
- (4) Bank of Baroda
- (5) Canara Bank
- (6) Corporation bank
- (7) Central Bank
- (8) Indian Bank
- (9) Oriental Oversea Bank
- (10) Oriental bank of Commerce
- (11) Punjab National Bank
- (12) Punjab & Sindh Bank
- (13) Syndicate Bank
- (14) UCO Bank
- (15) Union Bank of India
- (16) United Bank of India
- (17) Vijaya Bank

#### **Public Sector Banks:**

- (18) IDBI

#### **Private Banks:**

- (19) Axis Bank
- (20) HDFC
- (21) ICICI
- (22) The Federal Bank Limited
- (23) Kotak Mahindra Bank
- (24) Indusind Bank
- (25) YES Bank

#### **Foreign Banks:**

- (26) CITI Bank N.A
- (27) Deutsche Bank AG
- (28) HSBC
- (29) Standard Chartered Bank
- (30) J P Morgan

|                                                                                                                                                                                                                                                                           |                                                                                         |                                                                   |                |                             |               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------|----------------|-----------------------------|---------------|
|                                                                                                                                                                                                                                                                           | <b>Annexure-II :</b>                                                                    | <b>UNPRICED BID FORMAT</b>                                        |                |                             |               |
| <b>Tender Enquiry No :</b>                                                                                                                                                                                                                                                | <b>1920-090</b>                                                                         |                                                                   | <b>Dated :</b> | <b>25-10-19</b>             |               |
| <b>Item description</b>                                                                                                                                                                                                                                                   | <b>Supply &amp; Commissioning of Airless Painting Spray Equipment along with Spares</b> |                                                                   |                |                             |               |
| <b>Indent:</b>                                                                                                                                                                                                                                                            | 125955322                                                                               |                                                                   |                |                             |               |
| <b>indent date :</b>                                                                                                                                                                                                                                                      | 12.08.2019                                                                              |                                                                   |                |                             |               |
| <b>Sr. No.</b>                                                                                                                                                                                                                                                            | <b>Material Description</b>                                                             | <b>Material Specification</b>                                     | <b>Unit of</b> | <b>Req. Qty</b>             | <b>Quoted</b> |
| 1                                                                                                                                                                                                                                                                         | Supply & Commissioning of Airless Painting Spray Equipment along with Spares            | As per tender terms an conditions                                 | NO             | 1                           | Yes/No        |
| 2                                                                                                                                                                                                                                                                         | <b>GST rate</b>                                                                         | Whether GST is applicable? (kindly tick )                         |                | Applicable / Not applicable |               |
|                                                                                                                                                                                                                                                                           |                                                                                         | If GST is applicable, kindly tick whether it is Extra / Inclusive |                | Extra / Inclusive           |               |
|                                                                                                                                                                                                                                                                           |                                                                                         | % age rate of GST (if applicable)                                 |                | Please mention clearly>>    |               |
| 3                                                                                                                                                                                                                                                                         | <b>Mention E&amp;C charges</b>                                                          | kindly tick whether it is Extra / Inclusive                       |                | whether extra / inclusive   |               |
|                                                                                                                                                                                                                                                                           |                                                                                         | % age of quoted value (if applicable)                             |                | Please mention clearly>>    |               |
|                                                                                                                                                                                                                                                                           |                                                                                         | % age rate of GST (if applicable)                                 |                | Please mention clearly>>    |               |
| Delivery destination (FOR Goindwal Sahib basis)                                                                                                                                                                                                                           |                                                                                         |                                                                   |                | Please accept>>             |               |
| Validity of offers as required by BHEL (days) : <b>90</b>                                                                                                                                                                                                                 |                                                                                         |                                                                   |                | Please accept>>             |               |
| The above prices are <b>Firm, without any price esclation; are Rs. per unit Basis; and are on FOR Goindwal Sahib basis.</b><br>We accept all terms and conditions of the <b>Tender Enquiry No :1920-090</b> <div style="text-align: right;"><b>Dated : 25-10-19</b></div> |                                                                                         |                                                                   |                |                             |               |
| Authorised signatory with seal <div style="text-align: right; height: 40px;"></div>                                                                                                                                                                                       |                                                                                         |                                                                   |                |                             |               |

|                                                                                                                                                                                                                                      |                                                                                         |                                   |                           |                 |                                |                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------|---------------------------|-----------------|--------------------------------|-------------------------------------------------------|
|                                                                                                                                                                                                                                      | <b>Annexure-III :</b>                                                                   | <b>PRICE BID FORMAT</b>           |                           |                 |                                |                                                       |
| <b>Tender Enquiry No :</b>                                                                                                                                                                                                           | <b>1920-090</b>                                                                         |                                   | <b>Dated :</b>            | <b>25-10-19</b> |                                |                                                       |
| <b>Item description</b>                                                                                                                                                                                                              | <b>Supply &amp; Commissioning of Airless Painting Spray Equipment along with Spares</b> |                                   |                           |                 |                                |                                                       |
| <b>Indent:</b>                                                                                                                                                                                                                       | 125955322                                                                               |                                   |                           |                 |                                |                                                       |
| <b>indent date :</b>                                                                                                                                                                                                                 | <b>12.08.2019</b>                                                                       |                                   |                           |                 |                                | <b>Unit Basic Price, Rs. (to be filled by bidder)</b> |
| <b>Sr. No.</b>                                                                                                                                                                                                                       | <b>Material Description</b>                                                             | <b>Material Specification</b>     | <b>Unit of measuremen</b> | <b>Req. Qty</b> | <b>Quoted Price in figures</b> | <b>Quoted Price in words</b>                          |
| 1                                                                                                                                                                                                                                    | Supply & Commissioning of Airless Painting Spray Equipment along with Spares            | As per tender terms an conditions | NO                        | 1               | Yes/No                         |                                                       |
| <p>The above prices are Firm, without any price esclation; are Rs. per unit Basis; are on FOR Goindwal Sahib basis.</p> <p>Nothing except prices will be entertained in part-II of tender.</p> <p>Authorised signatory with seal</p> |                                                                                         |                                   |                           |                 |                                |                                                       |