



**BHARAT HEAVY ELECTRICALS LIMITED**  
CORPORATE RESEARCH & DEVELOPMENT DIVISION  
VIKASNAGAR, HYDERABAD - 500 093, INDIA

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## ENQUIRY

Ref: 841702021

Date 05-12-2017

Enquiry for **Supply, Erection and commissioning of 25 nm<sup>3</sup>/hr Oxygen plant(PSA based).**

Enquiry No:841702021

Enquiry Date : 05-12-2017

Due Date: 28-12-2017

Indicative Delivery Date : 30-06-2018

Sl.No	Item Description	Unit	Qty
1	Oxygen Plant	NO	1
2	Erection and commissioning charges	SET	1
3	Non comprehensive Annual Maintenance Charges (AMC)	LOT	1

Please submit your quotation for the above material in sealed cover superscribed with enquiry no, enquiry date and due date subject to our enclosed terms and conditions. The quotations shall reach us on or before the due date by 12 noon. The tenders can also be dropped in the tender box kept at the security gate,BHEL R&D. In case you are not in position to submit the offer,please send reply suitably specifying the reasons.

Sl.No	Description	Document Ref.
01	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

KGK Prasad  
Engineer  
kgkprasad@bhel.in

	<b>ENQUIRY &amp; QUALIFYING CRITERIA</b>	Volume - 1 Enquiry No 841702021
Supply, Erection and commissioning of 25 nm <sup>3</sup> /hr Oxygen plant(PSA based).		

1	Tendor inviting officer / Authority, Designation and Address	Additional General Manager(MM) BHEL R & D, Vikas Nagar (Near Balanagar), Hyderabad -500093
2	Item Description - Qty	1) Oxygen Plant - 1 NO 2) Erection and commissioning charges - 1 SET 3) Non comprehensive Annual Maintenance Charges (AMC) - 1 LOT
3	Enquiry Reference no.	841702021
4	Indicative Delivery Date	30-06-2018
5	Due date, Time and place for submission of tender	28-12-2017 upto 12 noon. Sealed Quotations shall be addressed to Additional General Manager(MM), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad AP, India Pin - 500 093 Quotations can also be deposited in the Tender box located at Security Gate of BHEL R & D BHEL shall not be responsible for any postal/courier delay.
6	Place, Date and time of Tech.Bid opening	Tender Opening Cell (Sangam) BHEL R & D Office. 28-12-2017, 2 PM
7	Mode of Submission of Tender	<p>Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below.</p> <p>1) First Cover shall contain:</p> <ol style="list-style-type: none"> <li>Signed General Terms &amp; Conditions (GTC)</li> <li>Filled and Signed Commercial Terms &amp; Conditions (CTC)</li> <li>Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li> <li>Signed commercial bid</li> <li>Copy of Price-bid with price(s) cells blank (un-priced price bid) as per annexure</li> </ol> <p>2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure.</p> <p>If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words.</p> <p>The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'md-coffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to coffers, their offer will not be considered.</p> <p>The e-mail offers should have two attachments.</p> <p>1) One attachment shall contain</p> <ol style="list-style-type: none"> <li>Signed General Terms &amp; Conditions (GTC)</li> <li>Filled and Signed Commercial Terms &amp; Conditions (CTC)</li> <li>Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li> <li>Signed commercial bid</li> <li>Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure</li> </ol> <p>2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure.</p> <p>The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.</p>

	<b>PRE QUALIFYING CRITERIA(PQC)</b>	Volume - 1 Enquiry No 841702021
Supply, Erection and commissioning of 25 nm <sup>3</sup> /hr Oxygen plant(PSA based).		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Reference Oxygen Plants	Vendor should have supplied minimum 2 oxygen plant of similar technology as item specifications in the capacity range of 15 nm <sup>3</sup> /hr to 50 nm <sup>3</sup> /hr. Plants supplied in the last 3 years from this enquiry date should be referred. Details of the customer( address and contact person) to whom vendor had supplied the plants has to be provided. Vendor has to provide the details of customer, who agrees for independent verification from BHEL.	
2	Letter from Customer	Letter from customer stating the performance of the plant has to be produced.	
	Relaxation of Norms for Startups	The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.	

Signature of the bidder with Seal & Date



## GENERAL TERMS & CONDITIONS (GTC)

Volume - 1  
Enquiry No  
841702021

Supply, Erection and commissioning of 25 nm<sup>3</sup>/hr Oxygen plant(PSA based).


SL.No.	Clause	BHEL REQUIREMENT
1	Preferences to MSEs	<p>Preferences as mentioned in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 shall be given to Micro and Small enterprises.</p> <p>Main points which are mentioned in the above Policy are as follows:</p> <p>1) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply at least 20 percent of total tendered value provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate.</p> <p>2) In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 20% of the order will be shared equally by them.</p> <p>3) Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 20% in addition to equally sharing the balance 16% with other non-SC/ST MSEs .</p> <p>4) In case of more than one SC/ST MSE matching the L1 price, they shall equally share 4% of the order , and additionally share the balance 16% with other non-SC/ST MSE bidders.</p> <p>5) Up to 4% of the tendered quantity shall be procured from MSE's owned by SC/ST's at L1 price. Failure to participate by any MSE owned by SC/ST's this quantity shall be procured from other MSEs.</p> <p>6) Above preferences are for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.</p> <p>7) MSE bidders must submit registration certificates from bodies specified by the Ministry of MSME.</p> <p>8) SC/ST owned enterprises ( i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:  District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner  Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate  Revenue Officer not below the rank of Tehsildar  Sub-divisional Officer of the area where the individual and/or his family normally resides</p> <p>a. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.</p> <p>b. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services</p> <p>All these benefits are subject to production of all statutory documents as per General Terms &amp; Conditions (GTC) of enquiry along with Udyog Aadhaar Number</p>
2	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
3	Discrepancy in words and figures	<p>(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.</p> <p>(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</p> <p>(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.</p> <p>(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.</p>
4	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
5	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
6	Price bid evaluation	All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry.The exchange rate declared by State Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids.
7	Packing	The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit.
		In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the

8	Withdrawal	contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.
9	Risk Purchase	In case of default/late delivery, BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
10	Banned List	The offers of the bidders who are in the banned list and 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 website <a href="http://www.bhel.com">www.bhel.com</a> . Guidelines for suspension of business dealings with suppliers/contractors are available on <a href="http://www.bhel.com">www.bhel.com</a> under supplier registration page
11	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
12	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
13	Destination	Indian Vendors: Destination shall be Stores, BHEL R&D, Vikasnagar, Hyderabad-500093. Foreign Vendors: 1) BHEL R.O.D Office, Mumbai, India for sea consignments and 2) BHEL R&D, Hyderabad, India for air consignments.
14	Arbitration	Subject to the jurisdiction of Hyderabad/Secunderabad, Andhra Pradesh, India in respect of any suit or other legal proceedings relating this contract.
15	Micro Small Enterprises (MSEs)	<p>MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format as below) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) Where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.</p> <p>Certificate by chartered Accountant on letter head</p> <p>This is to certify that M/s .....(hereinafter referred to as 'company') having its registered office at ..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No(Part-II) ..... dtd....., Category..... (Micro/Small). (Copy enclosed).</p> <p>Further verified from the Books of Accounts that the investment of the company as on date..... as per MSMED Act 2006 is as follows :</p> <p>1. For manufacturing Enterprises : Investment in plant and machinery (i.e. Original cost excluding land and building and the items specified by the ministry of small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006.</p> <p>2. For Service Enterprises : Investment in equipment (Original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:</p> <p>Rs..... Lacs</p> <p>The above investment of Rs..... Lacs is within permissible limit of Rs..... Lacs for.....Micro/Small (Strike off which is not applicable) Category under MSMED Act 2006.</p> <p>Date:</p> <p>(Signature)</p> <p>Name-</p> <p>Membership number --</p> <p>Seal of Chartered Accountant</p>
16	Foreign Vendors	<p>BHEL will deal directly with foreign vendors, where ever required, for procurement of goods. However, if the foreign principal desires to avail of services of an Indian agent, then foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement (as per *).</p> <p>* The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period</p>
17	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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
18	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

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

**Read and agreed for all the above general terms and conditions**

**Signature of the bidder with Seal & Date**

	<b>COMMERCIAL TERMS &amp; CONDITIONS (CTC)</b>	Volume - 1 Enquiry No 841702021
Supply, Erection and commissioning of 25 nm <sup>3</sup> /hr Oxygen plant(PSA based).		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Late Delivery Penalty Clause	<p>Failure to supply the goods and/or Failure to carryout the services within the stipulated delivery date will attract a penalty of 0.5% per week or part thereof for the value of the undelivered portion of the purchase order subject to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services along with applicable GST thereon shall be recovered.</p> <p>In case of non acceptance to this LD Clause, 10% of basic material cost will be loaded on the quoted prices while cost comparison.(Please refer the enclosed 'Loading Factors' sheet).</p>	
2	Payment terms for Indian Offers	<p>Vendor to indicate appropriate applicable HSN code for Goods as well as SAC for services based on Inter/Intra state. In case the bidder has opted for composite GST scheme, the same may be stated explicitly in both and techno-Commercial &amp; Price bids.</p> <p>BHEL will pay only basic price to the vendor and release the GST payment only when the proof of remittance is given.</p>	
3	Reverse Auction	<p>BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder.</p> <p>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.</p> <p>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).</p> <p>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 &amp; 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.</p> <p>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 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).</p>	
4	Two part	<p>Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below.</p> <p>1) First Cover shall contain:</p> <ol style="list-style-type: none"> <li>Signed General Terms &amp; Conditions (GTC)</li> <li>Filled and Signed Commercial Terms &amp; Conditions (CTC)</li> <li>Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li> <li>Signed commercial bid</li> <li>Copy of Price-bid with price(s) cells blank (un-priced price bid) as per annexure</li> </ol> <p>2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure.</p> <p>If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words.</p> <p>The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'rnd-eoffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered.</p> <p>The e-mail offers should have two attachments.</p> <p>1) One attachment shall contain</p> <ol style="list-style-type: none"> <li>Signed General Terms &amp; Conditions (GTC)</li> <li>Filled and Signed Commercial Terms &amp; Conditions (CTC)</li> <li>Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li> <li>Signed commercial bid</li> <li>Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure</li> </ol> <p>2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure.</p> <p>The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.</p>	
5	Weight and Packing Dimensions.	<p>The Supplier shall indicate the shipping weight (Kgs) and dimensions(L x W x H in cms) clearly along with offer.</p>	
6	Validity of Offer	<p>90 days from date of techno-commercial bid opening.</p>	
		<p>The prices shall be firm for entire period of contract.</p> <p>The suppliers shall indicate packing and forwarding charges, if any, separately.</p>	

7	Price basis	All foreign suppliers shall quote the lowest prices on a) 'FOB-Nearest International Gateway Airport for Air consignments. BHEL shall organize shipment through our authorized freight forwarder from gateway Airport. An amount of 2% on basic value towards freight and 1% on basic value towards insurance will be added for cost comparison. b)CFR-Mumbai/Nhava sheva seaport for sea consignments. An amount of Insurance @1% (Supplier's seaport to BHEL R&D Stores, Hyderabad)+ local transport charges (Mumbai/Nhavasheva Seaport to BHEL R&D Stores, Hyderabad) based on weight/dimensions furnished by the supplier in the tender shall be added for landed cost evaluation. All Indian suppliers shall quote the lowest prices on 'free delivery at BHEL R&D Stores or F.O.R destination' basis only.	
8	Rate Contract	In case the goods enquired are on Rate Contract basis with any other unit of BHEL, such fact should be clearly indicated in the quotation giving full particulars of Rate Contract number, validity and price and also your willingness to comply with order if placed against such Rate Contract. A copy of Rate contract signed by the supplier should be sent with the quotation.	
9	PBG	PBG of 10% of total order value is to be submitted by the successful vendor and shall be kept valid upto guarantee period with additional claim period of 2 months there after.The offers of the suppliers not accepting to this clause will be rejected.	
10	Freight & Insurance	Insurance will be arranged by BHEL in case of FOB basis supplies. In such cases ,an amount of 3% towards freight and insurance will be added for cost comparison.	
11	Agency Agreement	Guidelines regarding dealing with Indian agents of foreign suppliers 1. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement. 2. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of government of India, issued from time to time. 3. The agency agreement should specify the precise relationship between the foreign OEM and services to be rendered by Indian agent / associate, whether general in nature or in relation to the particular contract, must clearly be stated by the foreign supplier / Indian Agent. Any payment, which the Indian agent / associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee shall be brought out in record in the agreement and be made explicit in order to ensure compliance to the laws of the country. 4. Any agency commission to be paid by BHEL to the Indian agent shall be Indian currency. 5. When ever Indian agents are representing on behalf of their principals, the relevant authorization letter and agreement copy to be enclosed along with technical bid to consider the offer.	
12	Delivery Period	<u>FOR INDIAN SUPPLIES :</u> Suppliers are requested to quote within the delivery date mentioned in the enquiry. They shall also mention one of the following delivery periods compulsorily.  1) Delivery Period from date of Purchase order =====  2) Delivery Period from receipt of material / input data / drawings etc. from BHEL===== (if applicable)  3) Delivery Period from receipt of approval of design documents / drawings etc. by BHEL===== (if applicable)  However BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL.  <u>FOR FOREIGN SUPPLIES :</u> Suppliers are requested to quote within the delivery date mentioned in the enquiry. They shall also mention one of the following delivery periods compulsorily.  1. Delivery Period from date of Purchase order :=====  2. Delivery Period from receipt of input data / drawings etc. from BHEL===== (if applicable)  3. Delivery Period from receipt of approval of design documents / drawings etc. by BHEL===== ( if applicable )  4. Delivery Period from date of LC Opening ===== ( if applicable )  5. Delivery Period from date of PO acceptance =====  However BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL.  Pl. mention any other issues/constraints like export clearance etc. explicitly, if any =====	
13	Nature of Vendor submitting the Offer	OEM / Agent / Representative / Dealer / Distributor / Stockist / Trader / Reseller / Channel Partner/ System Integrator / Any Other (Pl. Specify)	

14	Foreign Suppliers without Indian Agent	To be quoted in Foreign Currency. Purchase Order will be placed on Foreign Supplier.	
15	Foreign Principal availing services of an Indian Agent	Foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of Agency agreement. (as per *) To be quoted in Foreign Currency.  Purchase order will be placed on Foreign Supplier. Agency Commission will be paid to Indian Agent in Indian rupees.  * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the Agent, 3) Territory, 4) Agreement Period	
16	Indian Agent desirous of quoting imported Equipment	Any Indian Agent desirous of quoting imported Equipment, they should submit the quote in foreign currency along with copy of agency agreement (as per *). To be quoted in Foreign Currency.  Purchase order will be placed on Foreign Supplier. Agency Commission will be paid to Indian Agent in Indian rupees.  * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period	
17	Payment terms for Indian Offers (Supply and E&C)	BHEL standard payment term  "90% Payment with in 30 days from the date of receipt and acceptance of material at BHEL R&D Stores, Hyderabad". "Balance 10% and E&C charges within 30 days of completion of E&C"  Note:For other payment terms there will be a loading on the offer as mentioned in our 'Loading Factors' sheet which is enclosed to this enquiry.	
18	Payment terms for Foreign Offers (Supply and E&C)	BHEL standard payment term  "90% Invoice value by wire transfer within 30 days of receipt and acceptance of material at BHEL R&D Stores, Hyderabad". "Balance 10% and E&C charges by wire transfer within 30 days of completion of E&C" All bank charges inside India shall be to BHEL account and outside India shall be to supplier's account.  Note:For other payment terms there will be a loading on the offer as mentioned in our 'Loading Factors' sheet which is enclosed to this enquiry.	

**Note :** All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

**Read and understood the above commercial terms and conditions**

**Signature of the bidder with Seal & Date**





## OTHER TERMS & CONDITIONS

Volume - 1  
Enquiry No  
841702021

Supply, Erection and commissioning of 25 nm3/hr Oxygen plant(PSA based).

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Technical queries	For any technical queries kindly contact Naga Mohan Ittagunta, Dy. Manager, IGCC/84, Ph no.: 9393091952 / 040-23882380 & email : nagamohan@bhel.in	
2	Packing & forwarding charges, freight and insurance charges, if any	Mention the packing & forwarding , freight & insurance , if any in terms of % of basic cost.	
3	Regarding Concessional Duties	Concessional duties/taxes, if any, available to BHEL at price bid opening shall be taken into account for evaluating landed cost calculation. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. However, all suppliers have to accept Concessional duties in case if the same is available to BHEL at dispatch.	
4	Details required	IT Permanent Account No. (PAN): GSTIN Registration Status: Tax type:CGST/SGST/IGST/UGST GSTIN No: GSTIN No. Issuance Date : Provisional/ Final Registration : Name of the Contact Person : Contact Phone / Mobile : Email id for correspondence : Address with PIN code and State: HSN code, service account code	
5	Delivery Address	The material is required to be delivered to the following address. Stores In-charge, BHEL Coal R&D, C/o IICT Pilot Plant complex, Road No.-7, Nacharam Industrial Area, Hyderabad, PIN- 500076. (Contact Person : N Ramchandar) Phone:9948849233; 040-27172027; 2388-2380;	
6	General terms	1) Submission of GST Registration details along offer is required for consideration of the Offer. 2) Kindly provide the HSN code and the breakup of the tariff/taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components.3.Concessional taxes/duties, if any, available to BHEL as on date of price bid opening shall be taken into account for evaluating landed cost. 4. Hence all offers shall be evaluated at available concessional rates of, if any, on or before opening of price bid date or otherwise it shall be evaluated with quoted/prevaling rates as on date of price bid opening for landed cost comparison. However, all suppliers have to accept Concessional taxes/duties in case if the same is available to BHEL as on date of dispatch. 5) Taxes and duties to be governed by GST acts. Strict adherence to new provisions by the vendors like timely submission of invoices, tax payment, filing of returns-GSTR-I etc. will form base of new regime for release of payment from BHEL. Hence, any financial loss occurred due to noncompliance of the GST provisions would be endured at defaulters end.	
7	Taxes and Duties	Vendor shall inform HSN code /Service Code and the breakup of the applicable tariff / taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components in part 1 bid.	
8	Force Majeure	If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.	

9	Firm price and price basis	The prices shall be firm for entire period of contract. All Indian suppliers shall quote the lowest prices on 'free delivery at BHEL R&D Stores or F.O.R destination' basis only.	
10	AMC	<ul style="list-style-type: none"> <li>• Vendor to quote for 2 year of AMC charges on per annum basis for a period of 24 months after the completion of warranty period.</li> <li>• This charges will be used for cost evaluation purpose.</li> <li>• However, BHEL reserves the right to place separate order after the completion of warranty period</li> </ul>	

**Signature of the bidder with Seal & Date**

	<b>ITEM SPECIFICATIONS</b>	Volume - 2 Enquiry NO 841702021
Supply, Erection and commissioning of 25 nm <sup>3</sup> /hr Oxygen plant(PSA based).		

SL.No.	Item			
1	<b>Oxygen Plant</b>			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	Minimum Oxygen flow rate (nm <sup>3</sup> /hr)	25	
	2	Discharge pressure (bar(g))	3	
	3	Discharge temperature (0C)	Above 35	
	4	Oxygen purity (weight % basis)	Minimum 92	
	5	Dew point (0C)	-40	
	6	Process Technology	Oxygen to be generated based on Pressure Swing Adsorption (PSA) technology from atmospheric air	
	7	Process requirement	Operation should be fully automatic and should reach the required flow rate and purity within 30 minutes of the plant start time.	
	8	Air compressor	Air compressor of suitable capacity to meet the requirement of PSA has to be supplied. • Type: Rotary screw • Water cooled • Lubricating oil compressor • Power consumption: 1 to 1.5 KWH per m <sup>3</sup> of oxygen • Motor insulation class: F • Noise level: < or = 90 dba • Enclosure protection : IP55	
	9	Air treatment system	Following systems as a part of air conditioning to admit air into PSA has to be supplied • After coolers to remove physical moisture with automatic drain trap • Oil and Dust filtering system. Oil in the outlet of filtering system should be less than 1 ppm • Air dryer to remove moisture: refrigeration type • Any other system to remove any of the contaminants from air that damages PSA • Air receiver to supply stable flow to PSA with safety valves and other accessories	
	10	PSA towers	• 2 PSA towers for continuous generation of oxygen • Adsorbent: Zeolites Molecular Sieves (ZMS) • Each PSA tower should have minimum 275 kg of adsorbent • Adsorbents should have minimum 10 years Lifetime. Test and warranty certificate has to be provided. • Automatic change over valves • PSA Operation should be fully automatic with PLC based control panel.	
	11	Buffer/Surge vessel for oxygen	• Required to attain stable oxygen purity with mentioned dew point. • Flow should be admitted to oxygen receiver only if required oxygen purity is attained. • Automatic solenoid valves to be placed in between surge vessel and oxygen receiver	
	12	Oxygen receiver	To supply rated oxygen flow rate by regulating air compressor depending pressure in receiver	
			• Electrochemical cell analyser for	

13	Oxygen analyser	continuous monitoring of oxygen percentage (online type) <ul style="list-style-type: none"> <li>• Analyser should have Local display of oxygen percentage</li> <li>• Analyser should have provision to interface with DCS.</li> <li>• Accuracy: +/- 1 % of full scale.</li> <li>• Resolution: 1%</li> </ul>	
14	Oxygen flow meter	<ul style="list-style-type: none"> <li>• Orifice or venturi type based flow transmitter</li> <li>• Local display of flow rate in kg/hr is required</li> </ul>	
15	Dew point measurement	<ul style="list-style-type: none"> <li>• Online detection to be provided on oxygen receiver</li> </ul>	
16	Control Panel	<ul style="list-style-type: none"> <li>• Programmable logic controller (PLC) based control system with 10" HMI screen to be supplied</li> <li>• Should be able to control the following parameters through HMI and also provision from PLC to control these parameters from BHEL main DCS system to be provided               <ul style="list-style-type: none"> <li>Oxygen flow rate in kg/hr</li> <li>Oxygen receiver pressure</li> <li>Oxygen purity in percentage</li> </ul> </li> <li>• Provision to acquire Oxygen temperature and dew point into main DCS should be provided</li> <li>• Should comply IEC-60349-1 standard</li> <li>• Enclosure protection : IP54</li> </ul>	
17	Piping and valves	<ul style="list-style-type: none"> <li>• Interconnected piping and valves within oxygen plant is under vendors scope</li> <li>• Piping after PSA tower should be SS304</li> </ul>	
18	Instrumentation	<ul style="list-style-type: none"> <li>• Thermocouples, pressure indicators, pressure gauges and pressure transmitters wherever required within oxygen plant has to be provided by vendor.</li> </ul>	
19	Safety interlocks	<ul style="list-style-type: none"> <li>• Plant should trip automatically and give audio visual alarm in case of following abnormalities</li> <li>• Power failure</li> <li>• Air compressor tripping</li> <li>• Low oxygen surge vessel pressure</li> <li>• Low oxygen concentration</li> </ul>	
20	Pressure vessels	<ul style="list-style-type: none"> <li>• All pressure vessels has to comply ASME section VIII</li> <li>• Material of construction for pressure vessels: SA 516 Gr 70.</li> </ul>	
21	Drawings approval	Process scheme, Instrumentation & piping , civil and layout drawings has to be taken approval from BHEL by vendor. Drawings should be submitted to BHEL within 2 weeks of Purchase order placement. BHEL will give approvals in a week time.	
22	Pre Dispatch Inspection (PDI)	Required and should inform to BHEL 7 days prior to the PDI along with internal test certificates. Vendor has to mention Time in days required from PDI to Despatch. BHEL will take care of lodging and boarding arrangements of BHEL engineers coming for PDI. Vendor to quote if any other charges are involved during PDI.	
23	Delivery time	Maximum 5 months from Purchase order date	
25	Warranty	Vendor shall provide warranty for 18 months from date of receipt at our stores or 12 months from the date of completion of erection and commissioning whichever is earlier.	
26	Test and manufacturer certificates of	To be provided by vendor	

		all the systems and sub systems		
		Manufactures Test Certificate	Manufacturer's Test Certificate required and shall be provided before dispatch.	
2	<b>Erection and commissioning charges</b>			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	Duration for completing E	Vendor will be informed after readiness of site at BHEL.E&C should be completed within 40 days from the intimated date about readiness to vendor.	
	2	Manpower	4 semi-skilled labour would be provided from BHEL side during E&C. Any other skilled labour required for E&C should be arranged by vendor.	
	3	Unloading of equipments	Will be taken care by BHEL.	
	4	Tools	General tools for erection of vessels, welding machine and gas cutting set will be provided by BHEL. Any other special tools if required should be arranged by vendor.	
	5	Lodging and boarding	BHEL will not provide. vendor has to make his own arrangements.	
	6	Plant operation demonstration	Vendor has to demonstrate operation of plant to BHEL personnel.	
3	<b>Non comprehensive Annual Maintenance Charges (AMC)</b>			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	Terms and conditions for AMC	<p>AMC charges for 2 years after warranty period has to be quoted.</p> <ul style="list-style-type: none"> <li>• 2 regular preventive maintenance visits and 1 breakdown visit per year.</li> <li>• Regular preventive maintenance visit to be carried once in every six months. payment will be made on completion of AMC visit and after every six months period.</li> <li>• Any spares required will be supplied by BHEL.</li> <li>• Order for AMC will be placed after warranty period.</li> <li>• Vendor has to specify whether AMC will be carried out on his own or through any authorized agency. Vendor has to specify the agency address if it is through agency route.</li> <li>• AMC charges will be considered in overall L1 evaluation</li> </ul>	

\* Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

**Signature of the bidder with Seal & Date**

## LOADING FACTORS



NOTE : IN CASE OF DEVIATION TO BHEL TENDER SPECIFIED TERMS, LOADING FACTOR INDICATED IN FOLLOWING TABLE WILL BE APPLIED TO QUOTED PRICE WHILE EVALUATING THE LOWEST QUOTE

A. FOR INDIGENOUS PURCHASES					
SL.NO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
A.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R & D	SAME	NIL
				PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE TOTAL PO VALUE FOR ONE MONTH
				FULL ADVANCE PAYMENT WITH BANK GUARANTEE	LOADING @ ( SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE TOTAL PO VALUE FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ ( SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE AMOUNT FOR ONE MONTH
A.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AND BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C.	SAME	NIL
				100% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF SUPPLIES AND E&C	NIL
				90% PAYMENT AGAINST PROFORMA INVOICE/ DESPATCH DOCUMENT AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C.	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON 90% OF THE VALUE OF PO FOR ONE MONTH
				90% PAYMENT AGAINST PROFORMA / DESPATCH DOCUMENT AND BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON TOTAL VALUE OF THE PO FOR ONE MONTH
				90% ADVANCE PAYMENT WITH BANK GUARANTEE AND BALANCE 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON 90% OF THE PO VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO THE NEAREST MONTH) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND (90 - X) % PAYMENT ON RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE (90 - X) % PAYMENT AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH

B. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				FULL ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE BASIC VALUE FOR DELIVERY PERIOD(Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LC WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LC WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
B. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	SAME	NIL
				SIGHT DRAFT ON RESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER / LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARNTTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (Rounded off to nearest month) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE (90-X)% FOR ONE MONTH
C	LD CLAUSE	IN THE EVENT OF DELAY IN AGREED CONTRACTUAL DELIVERY, PENALTY OF 0.5% ( HALF PERCENT) PER WEEK BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE	AGREED	NIL	
			IF NOT AGREED	LOADING @ 10% OF THE BASIC MATERIAL COST	
			IF AGREED FOR X%	LOADING @ ( 10-X)% OF THE BASIC MATERIAL COST	
D. GUARANTEE/WARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS	
D	GUARANTEE/WARRANTY PERIOD	STIPULATED OR REQUIRED GUARANTEE/ WARRANTY PERIOD (X)	AGREED	NIL	
		MINIMUM ACCEPTABLE GUARANTEE / WARRANTY PERIOD (Y)	NOT AGREED FOR STIPULATED BUT AGREED FOR MINIMUM GUARANTEE/WARRANTY(Y)	LOADING @ 10 % OF THE ORDER VALUE PER ANNUM FOR THE REDUCED GUARANTEE PERIOD (X-Y)	

BHEL R&amp;D

## Terms & Conditions of Reverse Auction



Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction?, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



**AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS**  
(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Vendor Code (to be filled by BHEL)

Type of Request (Tick one)	NEW	CHANGE
1 Company Name		
2 Address		
3 City with PIN Code		
4 State		
5 PAN Number		
6 TIN/ VAT No.		
7 CST No.		
8 Service Tax No.		
9 Name of Contact Person		
10 Mobile number		
11 Ph. no. with STD Code		
12 Fax No. with STD Code		
13 Email ID		
14 Website (URL)		

**BANK DETAILS FOR EFT / RTGS**

1	Bank Name	
2	Branch	
3	Branch Code	
4	Branch Address	
5	Branch Phone No	
6	Account No.	
7	Account Type: SB/ Current/ other (Specify)	
8	MICR Code	
9	IFSC Code	

I, as an authorized representative / owner of the above named company, hereby state as under:

1. Enclosed here with a cancelled cheque in support of our company's bank details.
2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
4. I hereby certify that the particulars given above are true, complete and correct.
5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date :

Company

Seal

Authorised Signatory  
Designation :



RD:MPX:F-13

# Bharat Heavy Electricals Limited

Corp. R&D DIVISION  
VIKAS NAGAR,  
HYDERABAD- 500 093 (INDIA)

## VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED\* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

### 1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

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Phone Nos.:

Fax No.:

Email: 1.

2.

1.2 Local representative name &amp; address in Hyderabad/Secundrabad :

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Phone Nos.:

Fax No.:

Email:

Contact Person:

Mobile No:

### 2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern ( mention vendor registration number of main organization)	
Partnership	CORPORATION	Small Scale Industry	ANY OTHER(Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed and tick the following:

Type of Major Activity: Manufacturing / Service

Category of Enterprise: Micro / Small / Medium

Social Category : GENERAL / SC / ST / OBC

Udyog Adhaar Number (UAN): \_\_\_\_\_

### 3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.
1	Current Year(budgeted)	
2	Previous year ( 200 - 0 )	
3	Prior Year ( 200 - 0 )	

### 4.0 NAME AND ADDRESS OF THE BANKER:

4.1 Bank Name

4.2 Branch name

4.3 Account number

4.4 Account Type

4.5 MICR Code:

4.6 IFSC Code(RTGS/NEFT):

4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

### 5.0 REGISTRATION PARTICULARS(relevant copies to be enclosed)

- 5.1 IT Permanent Account No.(PAN):  
 5.2 State Sales Tax/VAT Registration No:  
 5.3 Central Sales Tax Registration No:  
 5.4 ED Registration No:  
 5.5 Service Tax Registration No:  
 5.6 PF Account No:  
 5.7 Labour Licence No:  
 5.8 ESI Account No:

**6.0 CONTACT PERSON:** S/Sri:

Designation:

Phone / Mobile No:

**7.0 TOTAL NUMBER OF EMPLOYEES:**

Graduates(Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

**8.0 LIST OF PRODUCTS/ SERVICES OFFERED:**

#	Products/ Services	Capacity
1		
2		
3		
4		
5		

**9.0 REFERENCE LIST :**

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		
5		

**10.0 INFRASTRUCTURE / FACILITIES:**

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		

**11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:**

#	Unit	Registration No	Year
1			
2			
3			
4			

**12.0 ANY OTHER INFORMATION :****DECLARATION:**

The information furnished above is true and authentic.

(CEO / PROPRIETOR)

SEAL:

DATE:

Note:

1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
2. The competent authority reserves the right to accept or reject the registration.
3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.

5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

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Instructions

1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
4. Photographs of registered office and the chief executive/proprietor shall be furnished.



RD:MPX:F-14

# Bharat Heavy Electricals Limited

Corp. R&D DIVISION  
VIKAS NAGAR,  
HYDERABAD- 500 093 (INDIA)

## SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR.WHEREVER IT IS NOT APPLICABLE PLEASE WRITE "NOT APPLICABLE".INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED.

### 1.0 GENERAL INFORMATION:

#### 1.1 NAME OF COMPANY

#### 1.2 DETAILS OF HEAD OFFICE:

ADDRESS :  
TELEPHONE :  
FAX :  
EMAIL :  
WEB SITE :

#### 1.3 DETAILS OF FACTORY/WORKS:

ADDRESS :  
TELEPHONE :  
FAX :  
EMAIL :  
WEB SITE :

#### 1.4 DETAILS OF MARKETING AGENT

ADDRESS :  
TELEPHONE :  
FAX :  
EMAIL :  
WEB SITE :

#### 1.5 CHIEF EXECUTIVE

#### 1.6 CONTACT PERSON(S)

##### FOR PRODUCT OFFERED

NAME(S) :  
OFFICIAL CPACITY :  
ADDRESS :  
TELEPHONE :  
FAX :  
EMAIL :

#### 1.7 YEAR OF ESTABLISHMENT

#### 1.8 PRODUCTION CAPACITY PER ANNUM

#### 1.9 PARTICULARS OF PRODUCT INCLUDING SPECIFICATION AND RANGE OFFERED FOR REGISTRATION (Attach brouchers and catalogues)

#### 1.10 NAME(S) OF BANKERS

#### 1.11 BANKER'S CERTIFICATE

#### 1.12 PORT OF LOADING

#### 1.13 NEAREST AIRPORT

#### 1.14 NAME OF THE INDIAN AGENT, IF ANY

WITH AUTHORIZATION LETTER

**2.0 FINANCIAL INFORMATION:**

2.1 TOTAL CAPACITY

2.2 ANNUAL TURN OVER FOR LAST 3 YEARS

2.3 WHEHER CREDIT LICENSE ACCEPTABLE      YES/NO

**3.0 QUALITY MANAGEMENT SYSTEMS**

ENCLOSED FORMAT PART-B

3.1 EXPERIENCE LIST FOR SAME/ SIMILAR ITEMS  
TO BE ENCLOSED

**4.0 FUTURE EXPANSION PLANS:**

(Give details)

**5.0 LIST OF ENCLOSURES:**

(Including brouchers, catalogues, technical literature etc)

**6.0 ANY OTHER INFORMATION:**

SIGNATURE OF SUPPIER (Authorized signatory)

NAME :

DESIGNATION :

DATE :

OFFICIAL SEAL

Note:

1. BHEL Reserves the right to take penal action as deemed fit if any of the information provided by the vendor is found to be incorrect.
2. Please attach separate sheets, if space found is inadequate



## Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

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Ph: 040 – 23772704, Fax: 040 – 23770698, email: mpx@bhelrnd.co.in

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### GUIDE LINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

- i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
- ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in indian currency only.
- v. Whenever Indian agents are representing on behalf of their principals the relevent authorisation letter and agreement copy to be enclosed along with Technical bid to consider the offer.

