



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt. of India Undertaking)  
**ELECTRICAL MACHINE REPAIR PLANT**  
Plot No.D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East),  
**MUMBAI – 400 093**  
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**NOTICE INVITING TENDER**

**BHEL/EMRP/PUR/Y/210443938 & 210443939**

**Date: 22.07.2015**  
**W.O.No. 4818-13**

M/S.....  
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**Sub: NIT for Supply of Boiler Elevator**

Sealed tender are invited in two-bid system for Supply, Erection & Commissioning and Supply of mandatory spares & tools for the following elevator package for North Karanpura Super Thermal Power Project (Stage-I)

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- a) Passenger Elevator with capacity of 1088 kg, 16 passengers (For design, manufacturing, supply, transportation, commissioning, handing over and warranty) (Qty: 03 Nos.).As per technical specification TDC:TCI:263:RC/Rev.03 (Pg 01 to 11)
- b) Supply of Spares (as per annexure III) (Qty : 1 set)
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- c) Passenger cum Goods Elevator with capacity of 3000 kg (For design, manufacturing, supply, transportation, commissioning, handing over and warranty) (Qty: 03 Nos.).As per technical specification TDC:TCI:263:RC/Rev.03 (Pg 01 to 11)
- d) Supply of Spares (as per annexure III) (Qty : 1 set)
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**1) Technical Terms & conditions:**

- 1.1 Supply of erection & commissioning and supply of mandatory spares & tools of Passenger elevator and passenger cum Goods Elevator as per spec & drawing.
- 1.2 Acceptance Norms: As per specification & Drawing.
- 1.3 Vendor shall obtain BHEL clearance before dispatching the material at site.
- 1.4 Vendor shall read the specification **carefully** and submit the relevant Annexure duly filled and signed and stamped.
- 1.5 Please quote in Indian rupee, offer received in other currency will not be accepted.

**Important Note:**

1. The offers of the bidders who are on the banned list, as also the banned list of offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms available on BHEL site [www.bhel.com](http://www.bhel.com).
2. "MSE suppliers can avail the indented 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 enclosed as per Annexure – I) 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 suppliers till the supplier submits these documents."

Commercial terms & conditions, General terms & conditions and Procedure for submission of tender are enclosed herewith. Offer should be submitted strictly in accordance with the same.

Tender Enquiry No: BHEL / EMRP / PUR/ Y / 210443938 & 210443939  
Dt. 22.07.2015  
Tender Submission date: 17.08.2015 up to 2.00 pm.  
Tender Opening date: 17.08.2015 at 2.30 pm. in conference Hall.

Anticipating your reply.

Yours faithfully  
For Bharat Heavy Electricals Ltd.

  
Sr DGM (MM)

**List of Enclosures:**

- 1) Specification (11 sheets)
- 2) Annexure I (1 sheet)
- 3) Annexure II & II-A (1 sheet each)
- 4) Annexure III & III-A (1 sheet each)
- 5) Drawing (04 sheets)
- 6) QAP (3 sheets)
- 7) Standard Packing Procedure (4 sheets)
- 8) Special conditions of enquiry (2 sheets)
- 9) Terms & conditions (1 sheet)
- 10) Sub-Delivery Enquiry Deviation (1 sheet)
- 11) Quality Plan for Raw material & Bought out items inspection (1 sheet)



Tender Enquiry No. BHEL/EMRP/PUR/ Y / 210443938 &amp; 210443939 Dt. 22.07.2015

Bidder's Ref No: \_\_\_\_\_

**NO DEVIATION CERTIFICATE**

We here by accept and agree to all the Techno-Commercial & general terms & conditions given in the tender enquiry No. BHEL / EMRP / PUR / Y / 210443938 & 210443939 Dt. 22.07.2015 without any deviation.

Authorized Signatory,  
With seal of the company

**OR****PROFORMA FOR DEVIATION TO TENDER TERMS SOUGHT BY BIDDERS**

BHEL expects the bidders to fully accept the terms and conditions of the NIT. However, deviations if any considered essential by the bidder may be communicated in the following proforma. Deviation not listed in the following deviation proforma, even if mentioned elsewhere in the offer document shall not be considered.

Sr. No.	Clauses	Accepted	Not Accepted	Deviation
	Technical clause :			
1	Supply, Erection & commissioning (Cl.1.1)			
2	Acceptance clause 1.2			
	Commercial clause:			
1	Price clause 1.1			
2	Documentation clause 1.2 (a,b)			
3	Validity clause 1.3			
4	Price variation clause 1.4			
5	Delivery required clause 1.5			
6	Delayed Delivery Penalty clause 1.6			
7	Installation & Commissioning site clause 1.7			
8	Delivery place clause 1.8			
9	Transportation clause 1.9			
10	Packing & Forwarding clause 1.10			
11	Payment terms clause 1.11			
12	Taxes & duties clause 1.12			
13	Excise Duty clause 1.12.1			
14	MODVAT Credit clause 1.12.2			
15	Sales Tax Cl 1.12.3			
16	Transit Insurance 1.13			
17	Octroi clause 1.14			
18	Inspection clause 1.15			
19	Interpretation of Contract 1.16			
20	Evaluation criteria clause 1.17			
21	Applicable Standards Cl 1.18			
22	Dispatch Documents Cl 1.19			
23	Guarantee Certificate Cl 1.20			
24	Warrantee Certificate Cl 1.21			
25	Quality Plan Submission Cl 1.22			
26	Risk Purchase Cl 1.23			
27	Force Majeure clause 1.24			
28	Purchase clause 1.25			
29	Material to be supplied in container & vendor custody cl. 1.26			
30	General terms & conditions clause 3.1 to 3.5			

We confirm acceptance of all other terms and conditions of NIT

Signature of the bidder  
Seal of the company

Note: It may be noted that offers with deviation & cost implications columns not filled are liable to be rejected

**TECHNICAL DEVIATION**

Tender Enquiry No. BHEL / EMRP / PUR / Y / 210443938 &amp; 210443939 Dt. 22.07.2015

Bidder's Ref. No. \_\_\_\_\_

**PROFORMA FOR TECHNICAL DEVIATION TO TENDER TERMS SOUGHT BY BIDDERS**

BHEL expects the bidders to fully accept the Technical Terms and Conditions of the NIT. However, deviations if any considered essential by the bidder may be communicated in the following proforma.

Sl. No.	Technical Requirement	Accepted	Not Accepted	Deviation
1.	Design, Manufacture, Supply and Shop Testing of <u>Passenger Elevator</u> Assembly, capacity 1088Kg, 16 Passenger, as per technical Specn.			
2.	Erection, Commissioning and Final Testing at site for <u>Passenger Elevator</u> Assembly, capacity 1088Kg, 16 Passenger, as per technical Specn.			
3.	Supply of mandatory Spares, Tools & Instruments for above Elevator Assembly, capacity 1088Kg, 16 Passenger, as per technical Specn.			
4.	Minimum acceptable Speed is <b>1 m/s</b>			
5.	Design, Manufacture, Supply and Shop Testing of <u>Passenger cum Goods Elevator</u> Assembly, capacity 3000Kg, as per technical Specn.			
6.	Erection, Commissioning and Final Testing at site for <u>Passenger cum Goods Elevator</u> Assembly, capacity 3000Kg, as per technical Specn.			
7.	Supply of mandatory Spares, Tools & Instruments for above Elevator Assembly, capacity 3000Kg, as per technical Specn.			
8.	Minimum acceptable Speed is <b>0.55 m/s</b>			
9.	Detailed list of mandatory spares (for both elevators) to be submitted			
10.	QAP duly filled and signed (for both elevators)			
11.	Manufacturing Plan to be submitted (for both elevators)			
12.	List of Special Accessories as listed in the specification in terms of numbers indicating Size / Rating (for both elevators)			
13.	Inspection & Testing as per specification (for both elevators)			

We confirm acceptance of all other terms and conditions of NIT.

Signature of the bidder  
Seal of the Company

**Pre-Qualification Criteria**

Tender Enquiry No. BHEL/EMRP/PUR/ Y /210443938 & 210443939 Dt. 22.07.2015

Bidder's Ref No: \_\_\_\_\_

1. Vendor should meet technical PQR as mentioned in Technical specification clause no 3.0 (page 2 of 11) of technical specification TDC:TCI:263:RC/RW03
2. Vendor should submit copy of at least two purchase order copies for the supply, erection & commissioning of boiler elevator in support of supporting their product for minimum of 3 years.
3. Vendor should have the turnover of two (2) crores in last 3 years. Latest ITCC annual report (Balance sheet and profit & loss account of last 3 years to be submitted.
4. BHEL registered vendor should submit the vendor code document name of BHEL unit where vendor is registered for this item.
5. The offers without supporting documents as per PQR may not be considered for price bid opening.

Note: Necessary supporting documents should be submitted in technical bid

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Seal of company



Tender Enquiry No. BHEL/EMRP/PUR/ Y / 210443938 &amp; 210443939 Dt. 22.07.2015

Bidder's Ref No: \_\_\_\_\_

**Proforma for Price Bid Part "B" (FOR PASSENGER ELEVATOR)**

	Description	Qty. In (Nos. /Set)	Unit Rate per No. Set as per total cost to BHEL as per break up below in Rs.	Total Price
1.	Design, manufacturing, supply, and shop tests for Passenger elevator capacity 1088Kg, 16 Passenger, as per technical Specn.	03 Nos.		
2.	Erection, commissioning and final testing at site for Passenger elevator capacity 1088Kg, 16 Passenger, as per technical Specn. & warrantee.	03 Nos.		
3.	Supply of mandatory spares, tools & instruments for Passenger elevator capacity 1088Kg, 16 Passenger, as per technical Specn.	01 set		

**Break-up of above total unit rate**

Sr. No.	Description	Design, manufacturing, supply, and shop tests for Passenger elevator capacity 1088Kg, 16 Passenger, as per technical Specn.	Erection, commissioning and final testing at site for Passenger elevator capacity 1088Kg, 16 Passenger, as per technical Specn. & warrantee.	Supply of mandatory spares, tools & instruments for Passenger elevator capacity 1088Kg, 16 Passenger, as per technical Specn.
1	Basic rate for each unit / set.			
2	Excise duty if any (Specify rate)			
3	P & F			
4	CST / VAT if any (Specify rate)			
5	Transportation cost			
6	Service Tax on transportation			
7	Insurance			
8	Any other (Specify)			
9	Total (1+2+3+4+5+6+7+8)			

**Note:**

- Vendors should clearly indicate the rates of taxes and duties applicable as per above Proforma.
- Final evaluation shall be carried out after considering CENVAT / VAT credit available to BHEL.
- Vendor to confirm relevant documents will be provided to BHEL for availing CENVAT / VAT credit.

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Seal of company

Tender Enquiry No. BHEL/EMRP/PUR/ Y / 210443938 &amp; 210443939 Dt. 22.07.2015

Bidder's Ref No: \_\_\_\_\_

**Proforma for Price Bid Part "B" (FOR PASSENGER cum GOODS ELEVATOR)**

	Description	Qty. In (Nos. /Set)	Unit Rate per No. Set as per total cost to BHEL as per break up below in Rs.	Total Price
4.	Design, manufacturing, supply, and shop tests for Passenger cum Goods elevator capacity 3000Kg, as per technical Specn.	03 Nos.		
5.	Erection, commissioning and final testing at site for Passenger cum Goods elevator capacity 3000Kg, as per technical Specn & warrantee.	03 Nos.		
6.	Supply of mandatory spares, tools & instruments for Passenger cum Goods elevator capacity 3000Kg, as per technical Specn	01 set		

**Break-up of above total unit rate**

Sr. No.	Description	Design, manufacturing, supply, and shop tests for Passenger cum Goods elevator capacity 3000Kg, as per technical Specn.	Erection, commissioning and final testing at site for Passenger cum Goods elevator capacity 3000Kg, as per technical Specn & warrantee.	Supply of mandatory spares, tools & instruments for Passenger cum Goods elevator capacity 3000Kg, as per technical Specn
1	Basic rate for each unit / set.			
2	Excise duty if any (Specify rate)			
3	P & F			
4	CST / VAT if any (Specify rate)			
5	Transportation cost			
6	Service Tax on transportation			
7	Insurance			
8	Any other (Specify)			
9	Total (1+2+3+4+5+6+7+8)			

**Note:**

- Vendors should clearly indicate the rates of taxes and duties applicable as per above Proforma.
- Final evaluation shall be carried out after considering CENVAT / VAT credit available to BHEL.
- Vendor to confirm relevant documents will be provided to BHEL for availing CENVAT / VAT credit.

Authorized Signatory, with  
Seal of company



Tender Enquiry No. BHEL/EMRP/PUR/ Y / 210443938 &amp; 210443939 Dt. 22.07.2015

Bidder's Ref No: \_\_\_\_\_

**Price Proforma for Elevation Optional Prices:**

Sl No	Description	Rate quoted per elevator
1.	Rate of addition / deletion of one number landing	
2.	Rate of addition / deletion of one Mtr. in travel height	
3.	Extra price for having 0.75 mps & 1 mps speed of goods elevator instead of 0.55 mps for 3 Ton elevator	
4.	Extra price for having 0.75 mps & 1 mps speed of goods elevator instead of 0.55 mps for 2 Ton elevator	
5.	Extra price for car with SS (ASTM 304 No:4 Hairline finish) for 3 Ton elevator	
6.	Extra price for car with SS (ASTM 304 No:4 Hairline finish) for 2 Ton elevator	
7.	Extra price for car with SS (ASTM 304 No:4 Hairline finish) for 1 Ton elevator	
8.	Extra price for car with SS (ASTM 304 No:4 Hairline finish) for 1088 Kg elevator	
9.	Extra price for Landing door with SS (ASTM 304 No:4 Hairline finish) for 3 Ton elevator	
10.	Extra price for Landing door with SS (ASTM 304 No:4 Hairline finish) for 2 Ton elevator	
11.	Extra price for Landing door with SS (ASTM 304 No:4 Hairline finish) for 1 Ton elevator	
12.	Extra price for Landing door with SS (ASTM 304 No:4 Hairline finish) for 1088 Kg elevator	
13.	Additional price of Automatic Rescue Device (ARD) for increase height of 15 mtrs	
14.	Auto annunciation in the form of meters	
15.	Extra price for 1500mm car door clear opening for 2 Ton & 3 Ton goods elevator.	
16.	Extra price for 1800mm car door clear opening for 2 Ton & 3 Ton goods elevator.	
17.	Extra price for 1500mm landing door clear opening for 2 Ton & 3 Ton goods elevator.	
18.	Extra price for 1800mm landing door clear opening for 2 Ton & 3 Ton goods elevator.	
19.	Extra price for fire resistant landing doors (1 hour as per BS:476 ( Part 20 & 22)	
20.	Emergency exit of adequate dimensions on the top of car	
21.	Extra price for providing vertical bi-parting doors instead of horizontal center opening door	

**Note:**

7. Vendors should clearly indicate the rates of taxes and duties applicable as per above Proforma.
8. Final evaluation shall be carried out after considering CENVAT / VAT credit available to BHEL.
9. Vendor to confirm relevant documents will be provided to BHEL for availing CENVAT / VAT credit.

Authorized Signatory, with  
Seal of company



## **1. COMMERCIAL TERMS AND CONDITIONS**

- 1.1 Price:** Price should be quoted strictly as per proforma for price bid, FOR destination basis Inclusive of transportation, or any other transit expenditure. Vendor has to supply the item at delivery place mentioned in Cl.1.7.
- For bid evaluation, price will be calculated on the basis of landed cost to BHEL as per the price proforma.

**1.2 Documents Required:** Vendor has to submit the following documents

- a) QAP copy
- b) Acceptance of technical terms, & Annexure I, II, III, IV, V.

**1.3 Validity of Offer:** six month from the date of technical bid opening.

**1.4 Price variation clause:** Price offered should remain firm till the completion & handing over the elevators.

**1.5 Delivery Period:** Within 5 months from the date of issue of manufacturing clearance/drawing, QAP, datasheet approval whichever is later. Earlier delivery will be preferred. (Drawings/QAP to be submitted within 4 weeks, approval time four weeks and 3 months for manufacturing after drawing/ QAP approval against each elevator.

**1.6 Delayed Delivery Penalty:** LD shall be 0.5 % of the unfurnished portion of order value per week of delay or part thereof subject to a maximum of 10% of the full order value (supply portion). In case of any change to the order value, the LD shall be 0.5% of the revised unfurnished portion of order value per week of delay or part thereof subject to a maximum of 10% of revised order value. In case of staggered delivery schedule, LD shall be 0.5 % per week of delay or part thereof subject to a maximum of 10% of the undelivered portion.

**1.7 Installation & Commissioning at site:** Installation of elevator at site shall be on completion of shaft as per GA drawing; load hook in machine room, 3 phase power supply, dry & clean shaft.

**1.8 Delivery Place:**

<p style="text-align: center;"><b>Consignee Address</b> <b>(3x 660 MW),North Karanpura STPP</b> <b>Town:Tandwa</b> <b>Distt:Chatra</b> <b>state Jharkhand</b></p>
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**1.9 Transportation:** To be arranged by vendor. Transportation charges may be quoted separately in price bid.as per Cl 1.8.

**1.10 Packing & Forwarding:** Price should be quoted inclusive of all Packing & Forwarding charges.

- a) Vendor to submit the detailed packing list. (Of each & every item required for elevator).
- b) Packing boxes shall be water resistant & shall have relevant marking as follows:
  - i) Consignee Address:
  - ii) BHEL PO No with date:
  - iii) Project Name:
  - iv) One copy of the packing list of the items contained in the packing box.
  - v) Material code No
  - vi) Description of item:
  - vii) BHEL P.O. No/P.O item no.
  - viii) Quantity (No)
  - ix) BHEL Specification No.

**1.11 Payment Terms:**

- 80% payment with taxes, duties+transporation charges will be made within 90 days on acceptance of material at BHEL Project Site and submission PBG for 10% of the order value (Basic value). PBG to be submit from national bank as per BHEL format. This PBG shall be valid in the warranty of 18 months from the date of supply or 12 months for the handing over whichever is later. Original copy of LR/challan duly attested from our site representative to be submitted for payment against supply portion.
- Balance 20% payment will be made on handing over of the Elevator.
- Payment will be made through e-payment only. Vendor should furnish bank details if not submitted earlier.
- Progressive payment can be made after deduction of L.D, if any as & when the each elevator is dispatched from your works.

**1.12 Taxes & Duties:** Bidders to clearly specify the taxes and duties applicable on the date of submission of offer. However, any statutory variation in the rates and taxes and duties after the date of submission shall be considered and actual rates applicable at the time of dispatch of material shall be payable at actual against documentary evidence.**1.12.1 Excise Duty:** Extra as applicable.**1.12.2 MODVET credit:** If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the bidder is availing MODVAT credit for these input materials, the effect of proforma credit should be passed on to the purchaser.**1.12.3 Sales Tax:** Extra at actual against Form 'C' shall be paid wherever applicable .This being a 6(2) sale, vendor will have to submit E1/E2 form.**1.13 Transit Insurance:** By Vendor, till erection, commission and & handing over the elevator to the customer.**1.14 Octroi charges/Entry Tax if applicable:** Toll Tax, entry tax if applicable will be in vendor scope. Road Permit will be issued to the vendor, if applicable.**1.15 Inspection:** BHEL / or its customer / TPI shall inspect the material before dispatch. In the event BHEL / customer waives off inspection, certified test report and results shall be submitted for approval. Vendor has to submit QAP's along with all the relevant Test certificates / Calibration certificates & obtain approval on test report and Material dispatch Clearance Certificate, MDCC / MICC before dispatch of material.



- 1.16 Interpretation of Contract:** In case of two or more than two interpretations or differences in any of the technical specifications or terms and conditions of the contract then the interpretation which is in favour of BHEL shall be final & binding
- 1.17 Evaluation Criteria:** Price evaluation shall be done on the basis of total landed cost of all elevators with erection & commissioning and inclusive of spares cost.
- 1.18 Applicable Standards:** Items quoted shall be of reputed make meeting EC OR equivalent international standards.
- 1.19 Dispatch Documents:** Dispatch documents shall normally consist of copy of LR, Invoice cum Excise Duty, Gate pass, delivery challan, test certificates/reports, packing list if any and Guarantee/warranty certificate.
- 1.20 Guarantee certificate:** Vendor to furnish guarantee certificate for a period of 24 months as per specification, each complete with all auxiliaries, spare parts warranting a trouble free operation.
- 1.21 Warranty certificate:** Vendor to furnish Warranty certificate for a period of 24 months from the date of delivery or 18 months from the date of commissioning whichever is later.
- 1.22 Submission of QAP:** Please submit the QAP plan as per schedule of the material for further dispatch. Copy of QAP is enclosed.
- 1.23 Risk Purchase:** In case the successful tenderer fails to adhere to the agreed schedule for supply or fails to comply with the terms and conditions of the purchase order. BHEL reserves the right to source such material/component/equipment/system from any other agency at the risk and cost of the successful tenderer. The cost of such purchases along with 25% overhead charges shall be recovered from the bills pending from any other unit of BHEL. In the event of no amount being outstanding from BHEL, successful tenderer shall be liable to pay to BHEL the above amount immediately on demand. The decision regarding applying risk-and purchase clause from BHEL shall be final & binding.
- 1.24 Force Majeure:** The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural Calamities, Frost, Fire, flood, Civil War, Civil Commotion, Riot, Government Restrictions.  
Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service without loss of time  
In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.  
In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.
- 1.25 PURCHASE:** Preference will be given to CPSUs as per Government Guidelines.
- 1.26** Material should be supplied in the container & will be in the custody of vendor till E & C & handing over.



## **2. PROCEDURE FOR SUBMISSION OF TENDER**

- 2.1** Bidder shall submit the offer in two bid system in two different sealed Covers.
- 2.2** Part 'A': Techno-Commercial Bid
- 2.3** Part 'B': Price Bid
- 2.4** Tender No., date and due date of opening should be written on both the covers. These two covers shall then be placed in a large cover and sealed. The Large cover should also have Tender no., Date and Due Date. This should be dropped in the tender box placed at the entrance of our works before due date and time.
- 2.5 Part 'A' - Techno Commercial Bid:** Techno Commercial Bid shall contain technical and commercial offer as per NIT Proforma, indicating acceptance of NIT terms, as per Annexure-I. Acceptance of all technical and commercial terms and conditions given in the format **Annexure I.** (No Deviation certificate and deviation Proforma), duly filled in signed as required. Blank Price Bid Proforma indicating only the rates of taxes and duties applicable, **without rate / price for material**, should be enclosed with the techno-commercial bid Part A.
- 2.6** Any deviation in the above mentioned terms and conditions or conditional offer may render the offer invalid and shall be liable to be rejected, and price bid of such bidders shall not be opened. Price bid of only those bidders shall be opened whose Techno-Commercial offer is found suitable and acceptable. Date of opening of price bid shall be communicated to only those bidders whose Techno-Commercial bid will be accepted
- 2.7 Part 'B':** Price Bid Part B should contain only the price duly filled in Price Bid Performa Annexure II, **without any terms and conditions.** Any terms and conditions, if mentioned in the price bid, shall be ignored and not considered.

## **3 GENERAL TERMS AND CONDITIONS**

- 3.1** BHEL reserves the right to reject the offer and or award the work in full or part without assigning any reason.
- 3.2** Tender should be free from over writing and erasers, additions if any must be attested.
- 3.3** Purchase Order will be subject to general conditions of purchase prevailing in Bharat Heavy Electricals Limited.
- 3.4** Any dispute arising out of this shall be referred to the sole arbitration of Unit Head, BHEL, EMRP, Mumbai OR any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Mumbai.
- 3.5** All suits in respect of this NIT shall be in the courts of Mumbai.

  
Sr. DGM-MM