



BHARAT HEAVY ELECTRICALS LIMITED
HEEP, HARIDWAR-249403 (Uttarakhand)
Fax: 01334-226084/226462, Phone: 01334 28-1786
E-mail: nihal@bhel.in, yash63@bhel.in

Annexure-A

Mandatory Pre Qualification Requirements for Generator Gas Analyser Cabinets

1. Vendor shall have supplied above system for at least two H₂ cooled Turbo-Generators and system must be working for last 2 years to the satisfaction of end customer.
2. Customer satisfaction letter from at least one customer or “ installation and commissioning ” report (endorsed by end customer) of at least two installations should be provided by vendor as supporting documents.
3. Vendor to furnish their complete reference/ experience list.
4. Gas analyser should be intrinsically safe or explosion proof, suitable for work under potentially explosive environment in hydrogen gas application.
5. The measurement may be based on gas density /thermal conductivity principles.
6. Gas analyser must have local display for operating ranges (0-100 Vol% CO₂ in air, 0-100 Vol% H₂ in CO₂ and 90-100 Vol% H₂ in air) and two output in form of 4-20 mA for selected range shall be provided.
7. BHEL reserves the right to verify information submitted by vendor. In case the information is found false/ incorrect, the offer shall be rejected

Tender Enquiry No. B/4180/5/2841/V1**TERMS AND CONDITIONS FOR TWO PARTS TENDER ENQUIRY (Indigenous Vendor)**

You are requested to kindly confirm the following commercial terms and conditions. Duly ink signed and stamped copy of this is to be submitted by you along with your offer.

These terms and conditions supersede the same or similar terms and conditions if they are appearing elsewhere in the Enquiry.

Sl. No	Terms	Description	Your confirmation
1.	Confirmation to General Instructions and standard terms & conditions	Please submit signed and stamped copy of your offer on each page along with following documents; 1. General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC) 2. Special Terms & Conditions for tender enquiry (Annexure B) Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents. Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.	
2.	Project Name	Please note that item is required for Yadadri-1,2,3,4&5 projects.	
3.	Submission of Offer	All envelopes to be marked with whether "Priced Bid"(Part-2)" or Un-Priced Bid cum commercial Bid"(Part-1).The replica of price bid (without price) would be necessary submitted along with Part-1 of the offer.	
4.	Technical Requirements:	Other Technical requirements shall be as per spec No. ST60530 Rev.11 Kindly confirm & quote your offer accordingly. Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.	
5.	Quality Requirements:	i. Approval of Quality plan is required from Customer and inspection by Customer. ii. Inspection by BHEL nominated inspection agency and Customer as per customer approved quality plan. Vendor to submit the quality plan along with offer. iii. Vendor to confirm the compliance of customer approved QP iv. Other Technical requirements shall be as per spec No. ST60530, Rev.11. v. Guarantee, Testing & Certification as per BHEL ordering documents vi. At least 15 days' prior notice should be provided to inspection agency for arranging the pre-inspection of material at your works. Any delay in this regards will be to your account. Please quote offer accordingly.	
6.	Validity	Please confirm that validity of the offer shall be 120 days from the due date. BHEL will reserve the right to reject any or all quotations, quoting validity less than 120 days.	
7.	Price Basis/Basis of quotation:	Kindly confirm that the prices have been quoted on freight pre-paid up to destination basis. The goods can be dispatched through any Bank approved transporters having their branch at Hardwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Please note that if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) from Project Site for processing of your invoice. No demurrage charges would be payable by BHEL. Kindly confirm.	
8.	Delivery Term	Please mention Minimum Delivery period of material in terms of Weeks/Months	
9.	Evaluation of tender:	Evaluation is proposed to be done on Total Landed Cost to BHEL basis up to project site (i.e. material cost and commissioning charges taken together).	
10.	Engineering	Drawings/Data sheets/documents/QAP as called in the specifications/tender	

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	Document Approval:	documents shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. BHEL will arrange the approval of these drawings/data sheets/ documents/QAP within 30 days of their receipt provided those are complete in all respect. Any delay in delivery on account of late submission of drawings/other documents/QAP shall be to vendor's account. Kindly confirm.					
11.	Commissioning at site	Commissioning is required by your representative at our project site. Kindly confirm that lump sum charges for Commissioning in Rs/No. (inclusive of all and irrespective of no. of man days, local & inland travel charges, fooding, boarding, lodging, GST etc) have been quoted separately in your offer. Please note that above charges for erection & commissioning shall be considered for evaluation purpose.					
12.	MDCC (Material dispatch clearance certificate) Clause	Please note that material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TC's) and inspection report to BHEL. BHEL will issue MDCC within 7 days of receipt TCs & IR, if complete & clear w.r.t. approved quality plan and comply with all approved technical documents.					
13.	Bank Charges	Kindly Confirm that Bank Charges shall be either side. In case of direct bill submitted to BHEL, Hardwar then all bank charges will be to your account.					
14.	Transit Insurance	The Transit Insurance will be arranged by BHEL. Please send your offer keeping this in view.					
15.	Reverse Auction	BHEL reserves the right to go for RA (Reverse Auction) instead of opening of your submitted sealed bids, which will be decided after evaluation of technical bids. Detailed procedure and terms & conditions of Reverse auction are enclosed with enquiry as Ann- . Please give your acceptance for reverse auction.					
16	Payment Terms	Payment terms for Material Portion: 100% Payment shall be made after receipt of material at project site with the PBG of 10% valid till entire Guarantee period. PBG would be submitted alongwith despatch documents on BHEL PBG format and from one of the BHEL consortium banks. Material receipt certificate (MRC) from BHEL will be part of negotiation document for claiming payment.					
		Payment for Erection & Commissioning: 100% payment against submission of successfully Erection & Commissioning certificate from project site and invoice thru Bank or directly to BHEL Haridwar.					
		Loading for Deviation in Payment Terms: BHEL reserve the right to load the offers of vendors for deviation in payment terms mentioned in the enquiry. Base rate of SBI (as on 31st March 2018)+ 6% per annum, shall be considered for loading for the period of relaxation sought by bidders. Loading would be done on the basis cost of items, as per table given below:- <table><tr><td>Payment Terms</td><td>Days of Loading</td></tr><tr><td>After Receipt of material at Site</td><td>No Loading</td></tr><tr><td>Against documents through bank (CAD):</td><td>30</td></tr></table>	Payment Terms	Days of Loading	After Receipt of material at Site	No Loading	Against documents through bank (CAD):
Payment Terms	Days of Loading						
After Receipt of material at Site	No Loading						
Against documents through bank (CAD):	30						
17	Guarantee	Kindly confirm that the equipment will be warranted for 24 months trouble free operation from the date of commissioning or 30 months from the date of supply, whichever is earlier. Any defect during the guarantee period shall be rectified by supplier at no obligation. Loading for deviation in Guarantee period: In case of deviation in this clause your offer would be loaded by 4% per annum (on pro-rata basis).					

Tender Enquiry No. B/4180/5/2841/V1

18.	Penalty Clause	Kindly confirm that penalty for late delivery w.r.t. contractual delivery shall be applicable at the rate of 0.5% of the total order value per week of delay or part thereof subject to maximum of 10% of the total order value per lot. Date of GR/LR shall be treated as delivery date for all purposes.	
		Loading for deviation in penalty for LD clause: - Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent by which penalty clause is not agreed.	
19.	Arbitration Clause	Arbitration Clause: In all cases of dispute the matter shall be referred for Arbitration to any arbitrator to be appointed by the Executive Director or any officer who is the administrative head of Bharat Heavy Electricals Limited at Hardwar. The award of the Arbitrator shall be final and binding on both parties. The Arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. Jurisdiction: - The court of Haridwar India shall have exclusive Jurisdiction.	
20	Risk Purchase	Risk Purchase: In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Please note that deviation in Risk purchase clause shall not acceptable.	
21	Right of Acceptance	Right of Acceptance – BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	
22	Origin of Quotation	Origin of Quotation: - The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotations are liable to be ignored.	
23	Ink sign acceptance	Ink signed order acceptance shall be furnished within 15 days of order placement. In case no communication is received within 15 days of order, the order will be deemed to have been accepted by vendor.	
24	Deviation: (if any)	Kindly Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
25	P&F, Taxes & Duties	Kindly confirm that packing, forwarding, taxes and duties have been quoted separately in the offer. GST has been implemented from 01-July-2017. In this regard, you are requested to provide the following details: a) GST Registration Number. b) Address of Principal place of Business c) Type of Business d) Item wise tariff head and rate of applicable GST for each item/tariff head.	

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		e) Whether registered under Composite scheme of GST (Y/N). It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST. Applicable taxes and duties during the dispatch of material should be clearly mentioned in your offer separately. If nothing is mentioned in offer, same would be deemed included in the quoted price. Kindly confirm.	
26	Business Dealing	Please note that BHEL will deal directly with manufacturer and no correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same. Also the name of principal supplier should be indicated on envelope in addition to Enquiry no and due date.	
29	O&M manual	Operation and Maintenance Manual (O&M) shall be submitted as per specification. Please confirm.	
30	BHEL Registration	For unregistered vendors, please note that if you are not registered with BHEL before opening of price bid of this tender then your offer will not be considered and your price bid will not be opened.	
31	Customer Approval	Please note that you are not customer approved vendor. It should be noted that your price bid would be opened only in case you are approved by the end customer prior to the opening of the price bids and within the validity of your offer. In case our customer does not approve you before opening of price bid, your offer shall not be considered.	
32.	Documents submission	Kindly confirm that quoted offered by you have been complied all technical requirements as given in tender documents and submit all documents to BHEL as per tender specifications and drawings without any deviations.	
33	Price Firm & Fixed	Confirm that prices will remain firm and fixed during the entire validity and execution of the project.	

Signature of supplier with Seal

Tender Enquiry No. B/4180/5/2841/V1**TERMS AND CONDITIONS FOR TWO PARTS TENDER ENQUIRY (Foreign Vendor)**

You are requested to kindly confirm the following commercial terms and conditions. Duly ink signed and stamped copy of this is to be submitted by you along with your offer.

These terms and conditions supersede the same or similar terms and conditions if they are appearing elsewhere in the Enquiry.

Sl. No	Terms	Description	Your confirmation
1.	Confirmation to General Instructions and standard terms & conditions	Please submit signed and stamped copy of your offer on each page along with following documents; 1. General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC) 2. Special Terms & Conditions for tender enquiry (Annexure C) Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents. Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.	
2.	Project Name	Please note that item is required for Yadadri-1,2,3,4&5 projects.	
3.	Submission of Offer	All envelopes to be marked with whether "Priced Bid"(Part-2)" or Un-Priced Bid cum commercial Bid"(Part-1).The replica of price bid (without price) would be necessary submitted along with Part-1 of the offer.	
4.	Technical Requirements:	Other Technical requirements shall be as per spec No. ST60530 Rev.11 Kindly confirm & quote your offer accordingly. Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.	
5.	Quality Requirements:	i. Approval of Quality plan is required from Customer and inspection by Customer. ii. Inspection by BHEL nominated inspection agency and Customer as per customer approved quality plan. Vendor to submit the quality plan along with offer. iii. Vendor to confirm the compliance of customer approved QP iv. Other Technical requirements shall be as per spec No. ST60530, Rev.11. v. Guarantee, Testing & Certification as per BHEL ordering documents vi. At least 15 days' prior notice should be provided to inspection agency for arranging the pre-inspection of material at your works. Any delay in this regards will be to your account. Please quote offer accordingly.	
6.	Validity	Please confirm that validity of the offer shall be 120 days from the due date. BHEL will reserve the right to reject any or all quotations, quoting validity less than 120 days.	
7.	Price Basis:	Please confirm that prices have been quoted on both F.O.B. as well as CFR (Any Mumbai Port) basis	
8.	Delivery Term	Please mention Minimum Delivery period of material in terms of Weeks/Months	
9.	Evaluation of tender:	Evaluation is proposed to be done on Total Landed Cost to BHEL basis up to project site (i.e. material cost and commissioning charges taken together).	
		Evaluation will be done based on exchange rate (TT Selling rate of SBI) as on scheduled date of tender opening (Part-1 bid opening date).	
10.	Engineering Document Approval:	Drawings/Data sheets/documents/QAP as called in the specifications/tender documents shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. BHEL will arrange the approval of these drawings/data sheets/ documents/QAP within 30 days of their receipt provided those are complete in all respect. Any delay in delivery on account of late submission of drawings/other documents/QAP shall be to vendor's account. Kindly confirm.	

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11.	Commissioning at site	Commissioning is required by your representative at our project site. Kindly confirm that lump sum charges for Commissioning in Rs/No. (inclusive of all and irrespective of no. of man days, local & inland travel charges, fooding, boarding, lodging, GST etc) have been quoted separately in your offer. Please note that above charges for erection & commissioning shall be considered for evaluation purpose.							
12.	MDCC (Material dispatch clearance certificate) Clause	Please note that material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TC's) and inspection report to BHEL. BHEL will issue MDCC within 7 days of receipt TCs & IR, if complete & clear w.r.t. approved quality plan and comply with all approved technical documents.							
13.	Bank Charges	Kindly Confirm that Bank Charges shall be either side. In case of direct bill submitted to BHEL, Haridwar then all bank charges will be to your account.							
14.	Transit Insurance	The Transit Insurance will be arranged by BHEL. Please send your offer keeping this in view.							
15.	Reverse Auction	BHEL reserves the right to go for RA (Reverse Auction) instead of opening of your submitted sealed bids, which will be decided after evaluation of technical bids. Detailed procedure and terms & conditions of Reverse auction are enclosed with enquiry as Ann- . Please give your acceptance for reverse auction.							
16	Payment Terms	Payment terms for Material Portion: 100% Payment shall be made after receipt of material at project site with the PBG of 10% valid till entire Guarantee period. PBG would be submitted alongwith despatch documents on BHEL PBG format and from one of the BHEL consortium banks. Material receipt certificate (MRC) from BHEL will be part of negotiation document for claiming payment.							
		The payment may be claimed thru bank (i.e. CAD) or directly to BHEL. In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. Incase documents are presented directly to our nominated Banks, Bank charges shall be to your account.							
		Incuse bidder insists payment thru Letter of Credit, BHEL may agree for Un-confirmed and Irrevocable Letter of Credit and will be opened 60 days prior to the schedule delivery and will be valid for 90 days.							
		Payment for Erection & Commissioning: 100% payment against submission of successfully Erection & Commissioning certificate from project site and invoice thru Bank or directly to BHEL Haridwar.							
		Loading for Deviation in Payment Terms: BHEL reserve the right to load the offers of vendors for deviation in payment terms mentioned in the enquiry. Base rate of SBI (as on 31st March 2018)+ 6% per annum, shall be considered for loading for the period of relaxation sought by bidders. Loading would be done on the basis cost of items, as per table given below:- <table><tr><td>Payment Terms</td><td>Days of Loading</td></tr><tr><td>After Receipt of material at Site</td><td>No Loading</td></tr><tr><td>Against documents through bank (CAD):</td><td>45</td></tr><tr><td>Letter of Credit (LC):</td><td>60</td></tr></table>	Payment Terms	Days of Loading	After Receipt of material at Site	No Loading	Against documents through bank (CAD):	45	Letter of Credit (LC):
Payment Terms	Days of Loading								
After Receipt of material at Site	No Loading								
Against documents through bank (CAD):	45								
Letter of Credit (LC):	60								
	PBG	Vendor will provide PBG for 10% of the order value. PBG should be valid for entire Guarantee/ Warranty period. PBG would be submitted before the negotiation of documents. The PBG acceptance/receipt certificate will form part of negotiable documents. The PBG shall be in BHEL format and from one of the BHEL consortium banks.							

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17	Guarantee	Kindly confirm that the equipment will be warranted for 24 months trouble free operation from the date of commissioning or 30 months from the date of supply, whichever is earlier. Any defect during the guarantee period shall be rectified by supplier at no obligation. Loading for deviation in Guarantee period: In case of deviation in this clause your offer would be loaded by 4% per annum (on pro-rata basis).	
18.	Penalty Clause	Kindly confirm that penalty for late delivery w.r.t. contractual delivery shall be applicable at the rate of 0.5% of the total order value per week of delay or part thereof subject to maximum of 10% of the total order value per lot. Date of GR/LR shall be treated as delivery date for all purposes. Loading for deviation in penalty for LD clause: - Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent by which penalty clause is not agreed.	
19.	Arbitration Clause	Arbitration Clause: Any dispute / difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India. JURIDICTION: The courts of New Delhi, India, shall have exclusive jurisdiction.	
20	Risk Purchase	Risk Purchase: In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Please note that deviation in Risk purchase clause shall not acceptable.	
21	Right of Acceptance	Right of Acceptance – BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	
22	Origin of Quotation	Origin of Quotation: - The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotations are liable to be ignored.	
23	Ink sign acceptance	Ink signed order acceptance shall be furnished within 15 days of order placement. In case no communication is received within 15 days of order, the order will be deemed to have been accepted by vendor.	

Tender Enquiry No. B/4180/5/2841/V1

24	Deviation: (if any)	Kindly Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
25	P&F, Taxes & Duties	Kindly confirm that packing, forwarding, taxes and duties have been quoted separately in the offer. Custom duty is On Project Import (PI) for Yedadari project.	
26	Business Dealing	Please note that BHEL will deal directly with manufacturer and no correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same. Also the name of principal supplier should be indicated on envelope in addition to Enquiry no and due date.	
27	Negotiable documents	Negotiable documents are as under: 1) 2 of 3 Original Bill of lading 2) Original certificate of origin duly certified by Chamber of commerce of country of origin. 3) Original Guarantee certificate 4) Original invoice 5) Original packing list 6) Original release note by BHEL's approved Inspection agency. 7) Copy of Material/dispatch clearance certificate (MDCC) from BHEL 8) Original Phytosanitary certificate. 9) 1 of 3 Original Bill of lading along with other Non-negotiable documents to be sent to General Manager, Regional Operating Division, Bharat Heavy Electricals Ltd, 14/15th Floor, World Trade Centre-1, Cuffe Parade, Mumbai-400005 within 10 days of shipment.	
28	Package Details	Confirm that Approx. Weight & Volume of the packages has been mentioned in techno-Commercial Offer (Part-1). Spare should be written on the package. Kindly confirm.	
29	O&M manual	Operation and Maintenance Manual (O&M) shall be submitted as per specification. Please confirm.	
30	BHEL Registration	For unregistered vendors, please note that if you are not registered with BHEL before opening of price bid of this tender then your offer will not be considered and your price bid will not be opened.	
31	Customer Approval	Please note that you are not customer approved vendor. It should be noted that your price bid would be opened only in case you are approved by the end customer prior to the opening of the price bids and within the validity of your offer. In case our customer does not approve you before opening of price bid, your offer shall not be considered.	
32.	Documents submission	Kindly confirm that quoted offered by you have been complied all technical requirements as given in tender documents and submit all documents to BHEL as per tender specifications and drawings without any deviations.	
33	Price Firm & Fixed	Confirm that prices will remain firm and fixed during the entire validity and execution of the project.	

Signature of supplier with Seal

GENERAL TERMS AND CONDITIONS OF RA

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE (RA)” i.e., ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, Start price, bid decrement extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. 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 vendor to enable them to fill in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
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’s standard practice.

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 - 226084/226462 TEL: +91 1334 28 1786/1707 yash63@bhel.in , sspanwar@bhel.in	ENQUIRY NO. B/4180/2015/2841/V/1 DATE OF ISSUE OF ENQUIRY:01/05/2018 ENQUIRY DUE DATE: 30/05/2018 (BY1345 HRS IST)
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NIT: MATERIAL DETAILS AND INSTRUCTION TO BIDDERS

1 SCOPE OF ENQUIRY

Sealed Bids are invited from the bidders for the supply of the following item as per requirement mentioned below:

Sl. No.	Tender No.	Material Code & Item Description	Qty.	Project	Delivery Date
1	B/4180/2017/2841/V/1	W90418108056 Gas Analyser Cabinets	10 Nos	Yadadri-1,2,3,4&5	Yadadri-1: 17/12/19 Yadadri-2: 17/12/19 Yadadri-3: 17/08/20 Yadadri-4: 17/08/20 Yadadri-5: 17/08/20
2.		W90418108030 Commissioning of H2 Gas Analyser Cabinet			

1.1 Tenders will be received up to 13:45 Hrs. (IST) on opening date and opened on the same day at 14:00 Hrs. (IST) in the Tender Room.

1.2 BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

1.3 Ordering will be done on finally BHEL approved vendors only.

1.4 For any further details please log on to www.bhel.com or www.tenders.gov.in or www.bhelhwr.co.in

1.5 You may download all original documents from website by **29.05.2018** (5:00PM; IST).

1.6 Please submit your complete offer by **30.05.2018 (01:45 PM; IST)** to our tender cell. Please note that late offer will not be considered.

1.7 Offers against our enquiry will be opened on **30.05.2018 (02:00PM; IST).**

1.8 Address for Submission of Offer:

To,
The Head of Materials Management,
Heavy Electrical Equipment plant,
Haridwar-249403, Uttarakhand, India

1.9 Please submit your complete offer on given address within due date & time mentioned above and as per other details given in original tender documents

1.9 "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or 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 PQR opening (Part 1 in case of three part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer."

Based on above clause, the credentials of all MSE Suppliers will be reviewed for giving the intended benefits for MSE suppliers at the time of tender evaluation.

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2 EARNEST MONEY DEPOSITE (EMD)

- 2.1 Interested vendors must submit their offer along with the following Earnest Money Deposit (EMD) in a separate sealed envelope:

Details	Amount In INR	Amount in Foreign Currency	Type
EMD	INR 1,00,000/- (INR One Lac only)	Equivalent foreign currency	Refundable

- 2.2 EMD should be submitted in the form of demand draft/Pay Order/Cash (as permissible under Income Tax Act). The Drafts shall be drawn in favor of "BHEL Hardwar". In case of foreign bidders, E- payment is also acceptable. For E-Payment, the RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Name: Sh. Sudhir Sharma Design: Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

- 2.3 Bidders already registered at BHEL Hardwar (i.e. PMD Vendors) for this package are exempted from submission of the EMD.
- 2.4 MSE Suppliers/Central / State – PSUs / Government departments are exempted from submission of the EMD.
- 2.5 Bids not accompanied with requisite EMD or bids accompanied with EMD of inadequate value shall not be considered for further evaluation. An opportunity may be given to the bidder for submitting the requisite EMD and the offers would be evaluated only in case, the requisite EMD is received within a time bound period.
- 2.6 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be refunded after the finalization of the contract. EMD shall be forfeited in the event of bidder opting out after tender opening (PART-I).

3 PRE-QUALIFICATION REQUIREMENT (PQR)

The Pre-Qualification Requirements have been compiled and placed at **ANNEXURE-A**. All the bidders should ensure submission of complete details and documents as called for in the same. The offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.

4 SUBMISSION OF OFFER

- 4.1 Only English version of all documents would be valid & binding.
- 4.2 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in 'Deviation' sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the offer.

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- 4.3 Name of vendor's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
- 4.4 Tenders are to be submitted in Two Parts and Part-I (Techno-Commercial Bid, as detailed below) will be opened first. **The offers are to be submitted on or before the Due Date and time, as detailed below:**

[A] PART-I: (PQR) & TECHNO-COMMERCIAL BID

Comprising of following documents:

- a. Earnest Money Deposit (EMD)/details of EMD in case of E-Payment.
- b. Bidders are required to furnish requisite details and supporting documents as specified in **Pre-Qualification Requirements (PQR)** for meeting the same. The Pre-Qualification requirements is as per enclosed **ANNEXURE-A**.
- c. Complete Technical offer with relevant documents etc. (as per specification attached as **ANNEXURE-B**).
- d. **"NIT: MATERIAL DETAILS AND INSTRUCTION TO BIDDERS", "SPECIAL TERMS & CONDITIONS OF ENQUIRY"** and **"GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry)"** are an integral part of this enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be necessarily submitted along with the offer. Deviations if any are to be listed out separately.
- e. Commercial Terms & Conditions.
- f. Any Deviation with reference to technical requirements/specification to be laid down on separate sheet. Acceptance of such technical deviations would be at the discretion of BHEL.
- g. Un-Priced replica of Price Bid.
- h. The rating of the company quoting for this tender from a third party (independent agency) preferably by DUN & BRADSTREET should be submitted (D&B NUMBER). **Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years in absence of D&B / third agency report.**
- i. **Supplier Registration Form (SRF):** Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for this item, have to apply through Online Registration portal, <https://supplier.bhel.in/>. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. One set of hard copy of the filled up Supplier Registration Form (SRF) downloaded from Online Registration Portal duly signed and stamped has to be submitted along with the offer.

[B] PART-II: PRICE-BID

Containing Prices is to be submitted in original, strictly as per enquiry conditions for complete scope of tender enquiry.

- 4.5 Following shall be super scribed on the envelopes which shall be addressed by name and designation to the official inviting tender:

- PART-I (refer clause 5.4 [A]):
1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
 2. DUE DATE FOR OPENING
 3. "TECHNO-COMMERCIAL BID WITH PQR".



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
FAX: +91 1334 - 226084/226462
TEL: +91 1334 28 1786/1707
yash63@bhel.in , sspanwar@bhel.in

ENQUIRY NO. B/4180/2015/2841/V/1
DATE OF ISSUE OF ENQUIRY: 01/05/2018
ENQUIRY DUE DATE: 30/05/2018 (BY 1345 HRS IST)

PART-II (refer clause 5.5 [B]: 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "PRICE BID".

- 4.6 Parts – I & II shall be submitted in separate sealed covers duly superscribed as indicated above and shall be enclosed further in a main cover duly sealed and superscribed as:

"OFFER FOR (ITEM NAME) AGAINST ENQUIRY NO. DUE ON CONTAINING PART-I & PART-II Bids". Vendor's full name and address should be clearly mentioned on the envelope.

- 4.7 Envelope not marked with tender enquiry number is liable to be ignored and may not be opened.
- 4.8 Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box, addressed as follows:

To,

**THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

- 4.9 Tender opening is scheduled to start in the Tender Room at 2:00 PM (IST), on the due date. Therefore, bid/quotations must reach this office / tender Box latest by 1:45 PM (IST) on due date. Only participating bidders are allowed to attend tender opening. TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.
- 4.10 The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.
- 4.11 **PART-I (Techno-Commercial bid with PQR)** will be opened on Due Date and time specified in the Enquiry, or extension thereof, in presence of tenderers who may like to attend. Incomplete offers are liable to be rejected.
- 4.12 **Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements mentioned in our Enquiry and who have submitted the EMD as stipulated in clause 3 above.** The Pre-Qualification requirements have been compiled in enclosed **ANNEXURE-A**.
- 4.13 After finalization of Techno-Commercial evaluation, offers of vendors who have qualified in techno-commercial offer shall be considered for Price Bid Opening/RA.
- 4.14 All correspondence thereof, shall be addressed to the following persons:

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Mr. Nihal Singh Meena Designation: Dy. Engr (PPX-BOI) 4th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: nihal@bhel.in Tel: +91 1334 28 1786	Mr. Yashpal Singh Designation: Dy Mgr (PPX-BOI) 4th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: yash63@bhelhwr.co.in Tel: +91 1334 28 1786
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- 4.15 Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.
- 4.16 Bidder shall not be allowed to carry camera/laptop in the tender room. The use of Mobile Phone is also restricted in the Tender Room.
- 4.17 Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.
- 4.18 As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL).
- 4.19 Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas/ Hotels shall not be considered, hence such vendors need not apply.

5 RIGHT OF ACCEPTANCE

- 5.1 BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- 5.2 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer/bid submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.
- 5.3 Unsolicited discounts/revised offers given after enquiry opening (i.e. Part-I bid opening) shall not be accepted.
- 5.4 In case there is no change in the technical scope and/or specifications and/or commercial terms & conditions, the bidder/s shall not be allowed to change his/their price bid after the due date (i.e. Part-I bid opening).
- 5.5 In case of changes in scope and/or technical specification and/or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 5.6 In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by

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BHEL, then their latest price bid shall prevail. However in such condition their original price bid will necessarily be opened.

- 5.7 After technical & commercial examination of the offers received and clarifications obtained (if required), Part-II (Revised Price Bid/ Original Price Bid along with Price Impact and Discount, if any) shall be opened, for which the date and time shall be intimated to technically and commercially acceptable bidders in case of public opening. BHEL may opt to finalise the prices through Reverse Auction amongst technically and commercially acceptable bidders. BHEL reserves the right to open the earlier price bids, if any, submitted by the bidder(s), if required.
- 5.8 No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.

6 REVERSE AUCTION

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "Online sealed bid" in the Reverse Auction. Non-submission of "Online Sealed Bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Detailed terms and conditions for RA are enclosed (refer **Annexure-D**)

7 SETTLEMENT OF DISPUTES / ARBITRATION:

For Supplies from outside India:

Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India or statutory modifications or reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under the clause. The seat or place of arbitration shall be Haridwar, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.

For Supplies from within India:

In case of dispute the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

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JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.

BHEL reserves the right to reject the offer in case bidder does not agree to the arbitration clause.

8 RISK PURCHASE:

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

9 DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL

Offers of the bidders, who are on the banned list, 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 website www.bhel.com.

10 PRE-BID MEETING:

Pre-Bid clarifications & deviations (if any) should be sought within 10 days of issue of the enquiry. Bidders to compile all clarifications, if any, preferably in single communication. The clarifications would be provided within 3 days of receipt of queries. Bidders may also have across the table discussions for seeking pre-bid clarifications (if required).

11 EVALUATION:

Evaluation of tender shall be done on total landed cost to BHEL project wise basis.

12 IMPORTANT NOTE

NIT: MATERIAL DETAILS AND INSTRUCTION TO BIDDERS are to be read alongwith SPECIAL TERMS & CONDITIONS OF ENQUIRY (for both Foreign & Indian Bidders) and GISTC (for both Foreign & Indian Bidders). A signed & stamped copy of these documents as a token of acceptance is to be submitted alongwith the offer. In the event of contradiction of terms and conditions mentioned, the order of preference shall be NIT: MATERIAL DETAILS AND INSTRUCTION TO BIDDERS followed by SPECIAL TERMS & CONDITIONS OF ENQUIRY followed by GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry).

Kindly ensure the timely submission of your offer (by 1345 Hrs IST on the due date) and note that Late Offers shall not be entertained under any circumstances.

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13 List of Enclosures

- i. NIT: Material Details and Instruction to Bidders - No. of Pages: 08
- ii. Pre-Qualification Requirement (**Annexure-A**) - No. of Pages: 01
- iii. Special Terms & Conditions for Two Part Tender for Indian Bidders (**Annexure-B**) - No. of Pages: 04
- iv. Special Terms & Conditions for Two Part Tender for Foreign Bidders (**Annexure-C**) - No. of Pages: 04
- v. Terms & Conditions of Reverse Auction (**Annexure-D**) - No. of Pages: 01
- vi. Technical Specification (**Annexure-E**) - No. of Pages: 03
- vii. GISTC (For Foreign Bidders) - No. of Pages: 10
- viii. GISTC (for Indigenous Bidders) - No. of Pages: 09
- ix. PBG format and List of BHEL consortium Bank - No. of Pages: 03

For and on behalf of
BHEL, Hardwar



(Yashpal Singh)
Dy. Mgr. (PPX-BOI)