

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 5834/1150	ENQUIRY NO. B/4066/6/0622V/1 PACKAGE: CONTROL FLUID PURIFICATION UNIT PROJECT: TUTICORIN PROJECT DATE OF ISSUE OF ENQUIRY: 16/05/2017 ENQUIRY DUE DATE: 14/06/2017 (BY 1400 HRS IST) NIT NO. : 32725
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Tender Enquiry No. B/4066/6/0622V1 for the requirement of Control Fluid Purification Unit

The technical specifications/Drawings uploaded along with this Open Tender are as mentioned below. In case of non-receipt or non-clarity of any of these documents, you may contact undersigned. No Financial Implication on account of non-availability of documents would be entertained after opening of Techno-Commercial Offers.

LIST OF ENCLOSURES

<u>Commercial Documents</u>		
	<u>Document No.</u>	<u>Number of pages</u>
1.	ENQ. NUMBER <u>B/4066/6/0622V1 and INSTRUCTION TO BIDDERS</u>	15
2.	PRE-QUALIFICATION REQUIREMENT/ Annexure -A	04
3.	TERM AND CONDITIONS OF TENDER ENQUIRY (foreign supplier) / Annexure B	04
4.	TERM AND CONDITIONS OF TENDER ENQUIRY (Indian supplier) / Annexure B	04
5.	STANDARD QUALITY PLAN FORMAT	01
6.	GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS FOR BIDDING AGAINST TENDER ENQUIRY (GISTC) - FOR INDIAN BIDDERS	08
7.	GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS FOR BIDDING AGAINST TENDER ENQUIRY (GISTC) - FOR FOREIGN BIDDERS	08
8.	TOTAL PAGES	40

<u>Technical Documents</u>		
	<u>Document No.</u>	<u>Number of pages</u>
1.	SPEC . ST39019 rev-04	04
	TOTAL PAGES	04

AMIT SINGH (DY.MANAGER /PPX-BOI)
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INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY

1. SCOPE OF ENQUIRY

Sealed Bids are invited from bidders for the supply of CONTROL FLUID PURIFICATION UNIT as per requirement mentioned below:

Sl. No.	Material Code & Description	Project	Qty.	Scheduled Delivery
1	W90311930018 CONTROL FLUID PURIFICATION UNIT AS PER SPEC: ST39019 REV.04	Tuticorin (1X525MW)	01 SET	24.12.2017

2. EARNEST MONEY DEPOSIT (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 60,000/- (INR Sixty Thousand)	USD 940 or Equivalent foreign currency	Refundable

2.2 The 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

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2.3 Bidders already registered at BHEL Hardwar (i.e. PMD Vendors) for this package (CONTROL FLUID PURIFICATION UNIT) 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.

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 these requirements. 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. Offers of vendors not meeting PQR would be rejected by BHEL.

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/ Technical Requirements 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.

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 along with PQR, as detailed below) will be opened first. The offers are to be submitted on or before the Due Date and time, as detailed below:

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

Comprising of following documents:

- a. Earnest Money Deposit (EMD)/details of EMD in case of E-Payment as applicable.
- b. Bidders are required to furnish requisite details for meeting the stipulated **Pre-Qualification Requirements (PQR)** along with all supporting documents like copies of End User Certificates, Purchase Orders and Contract Agreements etc. The Pre-Qualification requirements are as per enclosed **ANNEXURE-A.**
- c. Complete Technical offer with relevant drawings/ documents etc. as per enclosed specification **ST39019 Rev.04.**
- d. **“INSTRUCTION TO BIDDERS & SPECIAL TERMS 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 & Condition sheet along with the cost of Withdrawal of such technical deviations (if any). Acceptance of such technical deviations would be at the discretion of BHEL.
- g. Un-Priced replica of Price Bid.
- h. **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.

Note: The SRF complete in all respects, should be submitted necessarily before price bid opening. The bidders registered at BHEL for this item (i.e. PMD Vendors) are exempted from submission of the SRF.

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[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 4.4 [A]) : 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "TECHNO-COMMERCIAL BID WITH PQR".

PART-II (refer clause 4.4 [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 super scribed as indicated above and shall be enclosed further in a main cover duly sealed and super scribed as:

“ OFFER FOR (ITEM NAME) AGAINST ENQUIRY NO.
B/4066/6/0622V/1 **DUE ON: 14.06.2017** 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.

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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 (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 2 above. The Pre-Qualification requirements have been compiled in enclosed **ANNEXURE-A.**

4.13 After opening of the techno-commercial offer, the offers would be evaluated by BHEL and acceptance shall be subject to End Customer approval. Price Bid shall be opened only of the Customer approved vendors.

4.14 After finalization of Techno-Commercial evaluation, offers of BHEL and Customer approved vendors who have qualified in techno-commercial offer shall be considered for Price Bid Opening/RA.

4.15 All correspondence thereof, shall be addressed to the following persons:

Mr. Amit Singh Designation: Dy. Manager (PPX-BOI) 4th Floor, Main Administrative Building HEEP, BHEL Hardwar- Hardwar- 249403 Uttarakhand, India Email : amitsingh@bhelhwr.co.in Tel: +91 1334 28 1150	Mr. Ashish Gupta Designation: Sr. DGM (PPX-BOI) 4th Floor, Main Administrative Building HEEP,BHEL Hardwar 249403 Uttarakhand, India Email ID: agupta@bhelhwr.co.in Tel: +91 1334 28 5834
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4.16 Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.

4.17 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.

4.18 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.

4.19 BHEL prefers to deal directly with the principal manufacturers/OEM. However, if the OEM/ Principal insists on engaging the services of an agent, the same can be allowed only thru a tender specific authorization letter issued by the principal/OEM. The acceptance of any such offer would be at the discretion of BHEL.

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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).

Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.

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). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. 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 bids 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 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

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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 BASIS OF QUOTATION

For Supplies from outside India:

The prices are necessarily to be quoted on CFR Mumbai (India) basis.

For Supplies from within India:

The prices are to be quoted on Ex-Works with freight Pre-paid up to respective project destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar.

The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Pls. 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 borne by BHEL.

Vendors should quote inland freight charges (for supplies within India, if any). In case the offer is silent regarding inland freight charges, then, **the same would be considered to be inclusive in the offer.** In such case, no separate freight charges would be payable to the supplier (in the event of ordering) and transportation has to be arranged by supplier at their own cost.

7 OFFER VALIDITY

The offer is to be submitted with a validity of 180 days from the date of opening of techno-commercial offers (Part-I Offer). BHEL will reserve the right to reject the offer, quoting validity less than 180 days.

8 PRICES & PRICE SCHEDULE

8.1 The prices are to be quoted on firm basis. BHEL will reserve the right to reject the offer of the vendors not quoting the prices on Firm basis.

8.2 Bidder shall closely peruse all clauses, specifications & drawings etc. indicated in

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tender documents before quoting. In case of any doubt about meaning of any portion of tender specifications or discrepancies or omissions in drawings/ tender document or clarifications regarding scope of work etc., the official(s) inviting the tender can be contacted for clarifications, before submitting the offer.

- 8.3** The un-priced replica of Price Bid (i.e. copy of price bid without prices), should necessarily submitted along with **PART-I (Techno- Commercial bid with PQR)** of the offer.
- 8.4** The prices for foreign scope of supply & services (i.e. from outside India) should be quoted in Euro/USD/JPY/UK Pound/ SF/Singapore Dollar or any other Internationally Freely Tradable Currency only.
- 8.5** In the Price Breakup source of billing, source country of supply, Currency of quotation, separate FOB & CFR Mumbai (India) Charges (for imported shipment) and rate of all applicable taxes & duties, should be clearly mentioned.
- 8.6** Transit Insurance (both Marine & Inland) would be arranged by BHEL.
- 8.7** Tenderer shall quote the rates in English language and international numerals only. Total Price shall be entered in figures as well as in words. All entries in the tender shall either be typed or written legibly in ink. Cancellations, corrections, insertions, erasures, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.

9 APPLICABLE TAXES & DUTIES:

- 9.1 Excise Duty (For supplies within India i.e. Indian Bidders):** Presently, the project wise applicability of
Excise Duty for project is as mentioned below:
- Tuticorin: Excise Duty on Merit.
- 9.2 Sales Tax (For supplies within India i.e. Indian Bidders):** The rates of applicable Central Sales tax (CST) / Value Added Tax (VAT) percentage and the total amount with concessional form (s) should be specifically mentioned in your offer. The CST/VAT would be reimbursed only if the same is paid by the vendor/sub-vendor.
- 9.3 CUSTOM DUTY (For supplies outside India):** Presently, the project wise applicability of Custom Duty for project is as mentioned below:
- Tuticorin: Custom Duty on Project Import (PI) basis.
- 9.4** Any new tax structure (like Goods & Services Tax) as and when implemented by the Government of India shall become applicable in addition to or in lieu of existing tax structure. **The evaluation of offers would be done as per the applicable Tax & Duty structure, prevailing on the date of opening of Price Bid.**

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10 EVALUATION CRITERIA

- 10.1** Evaluation will be done on the basis of total landed cost for the complete requirement covered in the enquiry (i.e. for a total package price of **01 SET of Control Fluid Purification Unit**, with cost involved for delivery up to final project site, considering total material value, taxes & duties, Freight, Insurance, and Commercial Loading etc.).
- 10.2** Import Offers (supply portion offered on CFR Mumbai (India) basis) shall be loaded for Marine Insurance, Port Handling/Clearing Charges, applicable custom duties for the project, freight element and other charges involved for delivery up to Project Site as following:
- a) Marine insurance – @ 0.01% of FOB value
 - b) Port handling/ clearing charges – @ 1% of CIF value.
 - c) Custom Duty (including CVD & SAD): As prevailing on date of price bid opening.
 - d) Inland freight & Insurance (from Mumbai to respective Project Site): As per applicable rate of BHEL transportation contract/ standard practice at BHEL/GISTC, whichever is higher.
- 10.3** For evaluation (of offers quoted in Foreign Currency), exchange rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

11 PAYMENT TERMS

- 11.1 STANDARD PAYMENT TERMS (For both Foreign & Indigenous Bidders):** 100% payment shall be made after receipt and acceptance of material at respective Project Site. **Material receipt and acceptance certificate from BHEL will be part of negotiation document for claiming payment.**
- 11.2** 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. In case documents are presented directly to our nominated Banks, bank charges shall be to your account.
- 11.3 For Foreign Bidders:** In case Bidders 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 scheduled delivery and will be valid for 90 days. However, material receipt and acceptance certificate from BHEL will be part of negotiation document for claiming payment.

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11.4 **For Indian Bidders:** Payment thru Letter of Credit (LC) will not be allowed. BHEL reserves the right to either reject the offer or load the offer of Indian bidders insisting payment thru LC.

11.5 **Loading for Deviation in Payment terms (for both Indian & Foreign Bidders):**

BHEL reserves the right to load the offers of vendors for deviation in payment terms mentioned in the enquiry (as per clause 11.1 above). Base rate of SBI (as on 31 March 2017) + 6% per annum, shall be considered for loading for the period of relaxation sought by bidders. Loading would be done on basic cost of items, as per table given below:

Payment Terms		Days of Loading
After Receipt & Acceptance of material at Site (Indian/Foreign Bidders)		No Loading
Against Delivery at BHEL Site (against Material Receipt Certificate) (Indian/Foreign Bidders)		15
Against documents through bank (CAD):	Foreign Bidders	45
	Indian Bidders	30
Letter of Credit (LC)	Foreign Bidders	60
	Indian Bidders (if allowed under exceptional	45
Usance LC	Foreign Bidders	No Loading if usance period is > 45 Days.
		Loading of days difference i.e. difference between 45 days and usance period if the usance period is < 45 days
	Indian Bidders (if allowed under exceptional circumstances)	No Loading if usance period is > 60 Days.
		Loading of days difference i.e. difference between 60 days and usance period if the usance period is < 60 days

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12 GUARANTEE/WARRANTY CLAUSE

- 12.1** Guarantee/ Warranty Period: Control Fluid Purification Unit would be guaranteed for a period of 18 Months from the date of shipment of Item or 12 months after commissioning, whichever is earlier.
- 12.2** Please note that vendors quoting guarantee less than 18 months from dispatch shall not be considered. In case of deviation is Guarantee Period, offer shall be evaluated with loading @4% per annum (on pro-rata basis) of quoted material value, for the deviated guarantee period.
- 12.3** Supplier shall be responsible for free replacement of the defective Item on our site without any extra cost to BHEL.
- 12.4** In case of damage due to reasons other than inadequacy in packing/loading, you are required to depute your representative at site / place of damage at the time of insurance survey to ascertain and confirm the extent of damage.

13 DELIVERY PERIOD

- 13.1** Please quote your delivery completion period in line with the enquiry lot date. In case it is not possible to meet the lot date, you may quote your best possible delivery completion period in number of weeks from the date of Purchase Order.
- 13.2** If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserve the right to reject your offer.

14 PENALTY FOR LATE DELIVERY

- 14.1** In case of delay in supply of material beyond the agreed contractual delivery, Penalty for Late Delivery would be applicable @ 0.5% of the **total order value (for each LOT)** per week of delay or part thereof subject to a maximum of 10% of the **total order value (for each LOT)**.
- 14.2** For Supplies from outside India, the date of OBL (Original Bill of Lading)/ Air Way Bill (AWB) would be treated as the date of delivery for penalty purposes.
- 14.3** For Supplies within India, the date of GR (Goods Receipt)/ LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.
- 14.4** In case of dispatch thru BHEL un-approved transporter (for indigenous supplies), receipted GR/LR from Project Site would be required for processing of the invoice. In such case, no demurrage charges would be borne by BHEL.
- 14.5** In case of any deviation to the above penalty clause, BHEL reserves the right to

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load the offers to the extent to which it is not agreed by vendors (at offered value).

15 QUALITY REQUIREMENTS & MDCC CLAUSE

- 15.1 Presently, customer approval is not envisaged for this product. However, in case the same is required at a later stage, the final acceptance of the offers shall be subject to vendor approval by End Customer (if required). BHEL will open the Price Bids of only those vendors who are finally approved by the end customer (if required).
- 15.2 Following documents should be submitted along with your offer for taking up approval with the end customer (after qualification of PQR and acceptance by BHEL):
1. Company profile
 2. Details of manufacturing and testing facilities
 3. Reference lists – orders executed for power utilities / Thermal power plants
 4. Customer approval letters
 5. Copies of certificates e.g. ISO 9001 or other relevant certifications
 6. Other Credentials (if any).

15.3 Inspection by BHEL nominated inspection agency (M/s SGS / TUV) , in case Indigenous vendors and by Third Part Inspection TPI (LLOYDS / TUV /BV) in case foreign vendors , as per finally agreed quality plan.

Please submit the Quality plan in line with ordering documents in attached QP format along with offer for approval.

15.4 The Material is to be dispatched only after receipt of Material Dispatch Clearance Certificate (MDCC) from BHEL. All test certificates & reports are to be sent to BHEL before dispatch of material for issuing MDCC. MDCC would be issued by BHEL within 07 days of receipt of reports/Test Certificates, provided these are complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no of days in excess of 7 days taken by BHEL for issue of MDCC.

16 PACKING

- 16.1 Item should be supplied on Wooden Pallets to avoid damage during Transit.
- 16.2 Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate
- a) Packing size.
 - b) Gross weight and net weight of each package.
 - c) Contents of the package with quantity of each item separately.
- A copy of draft packing list (with above details) should also be submitted along with the offer.

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17 REVERSE AUCTION

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. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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

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

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

18. 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 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,

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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 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.

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.

19. 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.

20. 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.

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21. 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).

22. IMPORTANT NOTE

INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY are to be read along with **GISTC (for both Foreign & Indian Bidders)**. A signed & stamped copy of these documents as a token of acceptance is to be submitted along with the offer. Deviation (if any) are to be listed out separately. In the event of contradiction of terms and conditions mentioned, the order of preference shall be INSTRUCTION TO BIDDERS & SPECIAL TERMS 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.

For and on behalf of BHEL, Hardwar

(Ashish Gupta)
Sr. DGM (PPX/BOI)

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ANNEXURE-A

PRE-QUALIFICATION REQUIREMENT (PQR)

1. ABOUT THE EQUIPMENT

The Control Fluid Purification Unit (CFPU) is required to remove acids, particulate matters, water, alkalis as well as oxidation and decomposition product from control fluid. Control fluid, that is to be purified by the CFPU, is fire resistant fluid (FRF) of phosphate ester base. For further details please refer our purchase standard ST39019. The type of FRF fluids, which are cleaned by CFPU, are also mentioned in the spec. BHEL is looking for CFPU of Fullers' Earth Type.

2. Acceptance Criteria

A. Vendor should have experience of supply of two or more CFPU's satisfying all of the following criteria:-

- a. Where the CFPU skid consists of Dry filter, Fullers Earth filter and Polishing filter installed in series, along with interconnected piping.
- b. Where CFPU skid is used to remove acids, particulate matters, water, alkalis, oxidation and decomposition from FRF fluids.
- c. Where CFPU skid has been used in a Steam Turbine/ Gas Turbine power plant with rating > 200MW.
- d. Where CFPU meets below mentioned technical details:
 - i. Where water holding capacity of dry filter cartridges > 14 liters.
 - ii. Where dry filter cartridges are of size 3 microns N.
 - iii. Where Fullers Earth Filter cartridges are of gr. 30/60mesh.
 - iv. Where total quantity of earth in fullers earth cartridges is > 150kg
 - v. Where polishing filter cartridges are of size 0.5 to 1 microns N.
 - vi. Where pressure of fluid at inlet of unit $\geq$ 3bar
 - vii. Where flow of fluid $\geq$ 1000LPS
- e. For supply experience, PO after 01.01.2007 shall be considered.
- f. Where document as per Clause 2.B are submitted to BHEL.

BHEL reserves the right to visit any of the site where the item is installed and in service. Vendor shall have to facilitate the visit (cost of the visit shall be borne by BHEL), failing which BHEL's decision shall be treated as final.

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B. Submission of documents:

a. For CFPU skid that satisfy the above criteria vendor shall furnish the following information:-

- i. Vendor to submit customer approved/ end user certified copy of General arrangement drg, X-sectional drg, schematics etc of any one project.
- ii. Vendor to furnish copy of Purchase Order of any two projects.
- iii. Vendor to furnish filled in Table-1 below.
- iv. Vendor to furnish end user certificate (EUC) for any one project containing following information:-
 - a. CFPU type: Fullers Earth type.
 - b. Name and address of Power plant:
 - c. Type of project: Steam Turbine/ Gas Turbine
 - d. Rating of power plant
 - e. No. of years the equipment has been in use:
 - f. Whether performance of the CFPU skid good in last 3 years: (Yes /NO)
 - g. Website of power plant owner:

EUC shall be on the letter head of the end-user (ie owner of power plant) and shall be original ink signed by an authority not less than manager. EUC shall mention details of signing authority such as Name, designation, contact no., email address etc.

b. Vendors who have supplied to BHEL (any unit) are exempt from submission of the above documents, but they are required to inform us the purchase order numbers.

3. BHEL reserves the right to ask for additional clarification/documentation/information from vendor, non-submission of which by vendor may lead to its rejection. Cases of submission of forged/fake information will invite strict action from BHEL.

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Table-1: TO be submitted by vendor along with offer.

Project Name	For example ABC		
End Customer Name	XYZ PVT. LTD.		
Whether Dry filter, Fullers Earth filter and Polishing filter is installed in series, along with interconnected piping (Clause 2.A.a)	YES		
Whether CFPU skid is used to remove acids, particulate matters, water, alkalies, oxidation and decomposition from FRF fluids.	YES		
Whether CFPU skid has been used in a Steam Turbine/ Gas Turbine power plant with rating > 200MW	YES (500MW)		
Whether CFPU meets below mentioned technical details: a. Whether water holding capacity of dry filter cartridges > 14 liters b. Whether dry filter cartridges are of size 3 microns N ($\beta_{30}=75$). c. Whether Fullers Earth Filter cartridges are of gr. 30/60 mesh. d. Whether total quantity of earth in fullers earth cartridges is ≥ 150kg. e. Whether Polishing filter cartridges are of size 0.5 to 1 microns N ($\beta_2=75$). f. Whether pressure of fluid at inlet of the unit ≥ 3bar g. Whether flow of fluid at inlet of the unit ≥ 1000LPS	a. Yes. 20 liters b. Yes. 3 microns N. c. Yes. Gr. 30/60 mesh d. Yes. 160kg. e. Yes. 0.5 microns f. Yes. 4 bar g. Yes. 1200LPS		
Date of Purchase Order	31.03.2016		
Contact details such as telephone nos., email IDs of end user.			

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4. Indicating type differential pressure switch to be provided to check the healthiness of filters.
5. Suitable arrangement (pressure indicator) to be made to check the inlet and outlet pressure of control fluid.
6. All instruments shall be of reputed make.

SPECIAL CONDITIONS FOR TENDER ENQUIRY NO. B/4066/6/0622V1

CONTROL FLUID PURIFICATION UNIT FOR TUTICORIN (ANNEXURE-B) – FOREIGN

These terms and conditions mentioned in Annexure B shall be read and complied along with “General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC)”. Separate GISTC is applicable for Indian bidder and foreign bidder (to be submitted as applicable)

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): Separate for Indian bidder and foreign bidder (to be submitted as applicable) 2. Special conditions for tender enquiry (Annexure B) 3. Instruction to bidders 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.	SPECIAL INSTRUCTION	Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.	
3.	VALIDITY	Confirm that validity of the offer shall be 180 days from the due date of opening of Techno-Comml. Offers. BHEL reserves the right to reject any or all quotations, quoting validity less than 180 days.	
4.	BASIS OF QUOTATION	Please confirm that prices have been quoted on CFR any sea port in Mumbai or FOB basis (to the named airport) in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids. Offers received other than CFR basis may result in non-consideration of such bids. Please Inform the port of loading and port of discharge.	
5.	Commissioning Spares	Commissioning spares against material code: Kindly ensure that you have submitted techno-commercial offer against material code W90311930018 as per BHEL Spec no. SPEC . ST39019 rev-04 (copy enclosed). For Commissioning spares : please furnish the item-wise price of each item referred in BHEL purchase specification i.e. SPEC . ST39019 rev-04 separately. Please refer clause 1 of SPEC . ST39019 rev-04 , the above mentioned commissioning spares items are required <u>in addition</u> to the ones supplied mounted on the skid.	
6.	Evaluation	Evaluation will be done on Total Landed Cost to BHEL basis up to project site. Please confirm.	

Signature of supplier with seal
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SPECIAL CONDITIONS FOR TENDER ENQUIRY NO. B/4066/6/0622V1

CONTROL FLUID PURIFICATION UNIT FOR TUTICORIN (ANNEXURE-B) – FOREIGN

7.	Special requirement	If required , the order for additional commissioning spares may be placed for various Projects . Hence , please ensure that prices for main items and commissioning spares shall be quoted <u>separately</u> . Please confirm.	
8.	DELIVERY	Kindly provide us the delivery period in No of Weeks/Months from date of Purchase Order. In case FCA/FOB shipment, Material is to be Handed over to BHEL Freight Forwarder at least 02 weeks before the schedule PO Delivery. If the material is not handed over to BHEL's Freight Forwarder as per this schedule and there is delay in shipment beyond the agreed FOB date due to it, the LD charges for delay beyond FOB date shall be payable by the vendor. If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserves the right to reject your offer.	
9.	TRANSIT INSURANCE	Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.	
10.	PAYMENT TERMS	BHEL's standard payment term is 100% Payment after Receipt and Acceptance of Material/Item at project Site	
11.	BANK CHARGES	Kindly note and confirm that Bank Charges would be either sides.	
12.	CUSTOM DUTY	At present Custom Duty structure is as mentioned below: Tuticorin project : Project Import Pls. note that the comparison would be done as per the applicable CD structure as on the date of opening of Price Bid.	
13.	Quality Requirement	Please submit the detailed quality plan in line with ordering documents in attached QP format. Please confirm inspection by third party inspection agency (LLOYDS/BV/TUV) as per BHEL APPROVED quality plan. Inspection charges for third party inspection shall be to your account. Please confirm that your quotation for individual item includes inspection charges by any of BHEL approved inspection agencies viz M/s Lloyds Register, M/s TUV or M/s BVIS. In case nothing mentioned in offer regarding third party inspection charges, the same will deemed to be included in quoted prices.	
14.	Deviation	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.	

Signature of supplier with seal
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SPECIAL CONDITIONS FOR TENDER ENQUIRY NO. B/4066/6/0622V1

CONTROL FLUID PURIFICATION UNIT FOR TUTICORIN (ANNEXURE-B) – FOREIGN

15.	Material supply	Confirm specifically that material shall be supplied as per tender documents & specification (SPEC . ST39019 rev-04)	
16.	O&M Manual	Confirm that all the documents shall be supplied as per specifications. Please confirm that 2 SETS O&M manual shall be placed in inside the dispatch box of CF purification unit.	
17.	Packing and Identification	Material should be shipped in seaworthy packing. Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage. Please confirm Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).	
18.	MDCC 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) and inspection reports of third party (IR) immediately after inspection. BHEL will issue MDCC within 7 days of receipt TCs & IR, if complete & clear w.r.t. approved quality plan and comply with approved technical documents. The material should be dispatched within 07 days of issue of Material Dispatch Clearance Certificate (MDCC) by BHEL and other necessary documents (Road permit etc.). Any delay on submission/ approval shall be on respective account.	
19.	Despatch	Material will be despatched in complete set in one LOT. In case, material is dispatched in more than one lots, payment will be processed after completion of supply of one complete set. Please confirm.	
20.	Guarantee	Guarantee Certificate shall be provided as per spec i.e. 18 months from the actual delivery or 12 months from the date of commissioning of the piping system, whichever is earlier. Please confirm. Please note that in case of any deviation in guarantee clause, BHEL shall evaluate your offer after loading on account of deviation in guarantee clause. In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL.	
21.	Reverse auction	BHEL reserves the right to go for a Reverse Auction (RA) instead of opening the submitted Sealed Bids which will be decided after technical evaluation. Please confirm your acceptance to this. The guidelines , details and process of RA are as available on website : www.bhel.com	
22.	Penalty for Late Delivery	Penalty:- At the rate of 0.5 % (half percent) per week or part thereof subject to a maximum of 10 % of total order value. Penalty will be applicable set wise on the total value of the set for a material code i.e. even if a small portion of set of one material code is not delivered within time then penalty will be applicable on total set of that material code. For penalty purpose, date of Bill of Lading shall be considered as the date of delivery. In case of FOB contract you will inform BHEL freight forwarder 15 days in advance for booking of Vessel. In case of any delay on account of BHEL's freight forwarder in arranging vessel within 15 days, delivery shall be extended by no of days in excess of 15 days by BHEL freight forwarder in shipment of material.	

Signature of supplier with seal
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SPECIAL CONDITIONS FOR TENDER ENQUIRY NO. B/4066/6/0622V1

CONTROL FLUID PURIFICATION UNIT FOR TUTICORIN (ANNEXURE-B) – FOREIGN

		However in case of CFR contract there is no liability on BHEL due to delay in shipment because of non-availability of Vessel / Ship / Container. Accordingly please confirm penalty clause as mentioned above. Please note that BHEL reserves the right to load your offer to the extent to which it is not agreed to by the bidder (at offered value). Date of B/L shall be considered as actual delivery. Please confirm your acceptance.	
23.	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.	
24.	SETTLEMENT OF DISPUTES/ARBITRATION	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 Haridwar, India, shall have exclusive jurisdiction.	

Signature of supplier with seal
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CONTROL FLUID PURIFICATION UNIT FOR TUTICORIN (ANNEXURE-B) – INDIGENOUS

These terms and conditions mentioned in Annexure B shall be read and complied along with “General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC)”. Separate GISTC is applicable for Indian bidder and foreign bidder (to be submitted as applicable)

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): Separate for Indian bidder and foreign bidder (to be submitted as applicable) 2. Special conditions for tender enquiry (Annexure B) 3. Instruction to bidders 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.	SPECIAL INSTRUCTION	Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.	
3.	VALIDITY	Confirm that validity of the offer shall be 180 days from the due date of opening of Techno-Comm. Offers. BHEL reserves the right to reject any or all quotations, quoting validity less than 180 days.	
4.	BASIS OF QUOTATION	The prices are to be quoted on Ex-Works with freight Pre-paid up to respective project destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Pls. 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 borne by BHEL. Vendors should quote inland freight charges (for supplies within India, if any). In case the offer is silent regarding inland freight charges, then, the same would be considered to be inclusive in the offer. In suchcase, no separate freight charges would be payable to the supplier (in the event of ordering) and transportation has to be arranged by supplier at their own cost.	

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5.	Commissioning Spares	Commissioning spares against material code: Kindly ensure that you have submitted techno-commercial offer against material code W90311930018 as per BHEL Spec no. SPEC . ST39019 rev-04 (copy enclosed). For Commissioning spares : please furnish the item-wise price of each item referred in BHEL purchase specification i.e. SPEC . ST39019 rev-04 separately . Please refer clause 1 of SPEC . ST39019 rev-04 , the above mentioned commissioning spares items are required <u>in addition</u> to the ones supplied mounted on the skid.	
6.	Evaluation	Evaluation will be done on Total Landed Cost to BHEL basis up to project site. Please confirm.	
7.	Special requirement	If required , the order for additional commissioning spares may be placed for various Projects . Hence , please ensure that prices for main items and commissioning spares shall be quoted <u>separately</u> . Please confirm.	
8.	DELIVERY	Kindly provide us the delivery period in No of Weeks/Months from date of Purchase Order. If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserves the right to reject your offer.	
9.	TRANSIT INSURANCE	Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.	
10.	PAYMENT TERMS	BHEL's standard payment term is 100% Payment after Receipt and Acceptance of Material/Item at project Site	
11.	BANK CHARGES	Kindly note and confirm that Bank Charges would be either sides.	
12.	CUSTOM DUTY	At present Excise Duty structure is as mentioned below: Tuticorin project : On merit. Pls. note that the comparison would be done as per the applicable ED structure as on the date of opening of Price Bid.	
13.	Quality Requirement	Please submit the detailed quality plan in line with ordering documents in attached QP format. Inspection shall be done by BHEL nominated inspection agency (M/s SGS / M/s TUV) as per approved Quality Plan. The charges for carrying out inspection for indigenous scope of supply would be borne by BHEL, however the co-ordination with the Third Party Inspection Agencies would be the sole responsibility of the bidder. The list of approved Third party Inspection agencies would be provided at the time of contract finalization. At least 15 days' notice period should be provided for arranging Pre-Inspection.	
14.	Deviation	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	

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		deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
15.	Material supply	Confirm specifically that material shall be supplied as per tender documents & specification (SPEC . ST39019 rev-04)	
16.	O&M Manual	Confirm that all the documents shall be supplied as per specifications. Please confirm that 2 SETS O&M manual shall be placed in inside the dispatch box of CF purification unit.	
17.	Packing and Identification	Material should be shipped in seaworthy packing. Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage. Please confirm Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).	
18.	MDCC 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) and inspection reports of third party (IR) immediately after inspection. BHEL will issue MDCC within 7 days of receipt TCs & IR, if complete & clear w.r.t. approved quality plan and comply with approved technical documents. The material should be dispatched within 07 days of issue of Material Dispatch Clearance Certificate (MDCC) by BHEL and other necessary documents (Road permit etc.). Any delay on submission/ approval shall be on respective account.	
19.	Despatch	Material will be despatched in complete set in one LOT. In case, material is dispatched in more than one lots, payment will be processed after completion of supply of one complete set. Please confirm.	
20.	Guarantee	Guarantee Certificate shall be provided as per spec i.e. 18 months from the actual delivery or 12 months from the date of commissioning of the piping system, whichever is earlier. Please confirm. Please note that in case of any deviation in guarantee clause, BHEL shall evaluate your offer after loading on account of deviation in guarantee clause. In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL.	
21.	Reverse auction	BHEL reserves the right to go for a Reverse Auction (RA) instead of opening the submitted Sealed Bids which will be decided after technical evaluation. Please confirm your acceptance to this. The guidelines , details and process of RA are as available on website : www.bhel.com	
22.	Penalty for Late Delivery	Penalty for late delivery w.r.t to contractual delivery shall be applicable @ 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total (Lot wise) order value. Date of GR (as applicable) shall be considered as actual delivery. Please confirm your acceptance. Any deviation in this clause will be loaded to the extent not agreed by the bidder.	

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23. 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.	
24. SETTLEMENT OF DISPUTES/ARBITRATION	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. 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.	

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