



E- TENDER TERMS & CONDITIONS OF ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA

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

Tender Enquiry No	1920-075
Enquiry date	07-Oct-19
Last time and date of tender submission	1400 Hrs 23-Oct-19
Tender opening time and date	1530 Hrs 23-Oct-19
Quotation Parts	Two-part Bid
Item Description	ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA
Item Specification	As mentioned in Technical Specification (Annexure-B)
Delivery schedule (In days)	60 days from date of release of PO/LOI
Validity of offer (In days)	90 days

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

QUOTATION SUBMISSION

Tenders in two part bids are invited for **Supply, Installation and Commissioning of ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA with 4 years Annual Maintenance contract, to BHEL IVP Goindwal Sahib.**

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

Sealed tenders in two parts; Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited for **Supply, Installation and Commissioning of ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA with 4 years Annual Maintenance contract, to BHEL IVP Goindwal Sahib**, as per tender enquiry. The relevant documents are attached with the Enquiry. The two bids should be submitted in **separate sealed inner envelopes** duly mentioning the detail as follows:

Bid	Bid description	Superscribing on envelope	*** Should contain ***
Part I in First sealed envelope	Techno-Commercial Offer	Part-I (Techno-Commercial) bid against tender enquiry no: 1920-075 Dated 07-Oct-19.	1.Acceptance of all terms and conditions of tender enquiry. (Preferred is submitting signed copy of terms and conditions; if nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on). 2.Duly filled ANNEXURE-A PRE-QUALIFICATION CRITERIA. 3.Technical Specification as per Annexure-B. 4.Duly filled ANNEXURE C. 5.Un-priced bid as per format attached. All details, i.e. whether quoted for item, duties and taxes etc. should be filled.
Part II in Second sealed envelope	Price Bid	Part-II (Price) bid against tender enquiry No: : 1920-	Price bid in the format attached. Anything other than prices mentioned in the price bid shall be considered invalid & in no case will be accepted.



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

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

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

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ANNEXURE-A : PRE-QUALIFYING CRITERIA FOR SUPPLY OF ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA

The bidder/vendor has to compulsorily meet the following requirement to get qualified for submitting an offer for the ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA as per tender terms & conditions:

PQC for item Online Continuous Effluent Monitoring System and Online CCTV Camera at outlet of STP at IVP Goindwal:

S.No.	Pre-Qualification Criteria for the vendor	Document Copy to be furnished
1	GST Registration Certificate	Registration Certificate Copy
2	PAN Number	PAN Card Copy
3	Authorization from Original instrument manufacturer	As nearly all the RTEQMS are manufactured abroad, the Indian Bidder has to provide copy of the authorization from the original instrument manufacturer for bidding on his behalf
4	Systems should be international Certified Like – TUV Germany/ USEPA / MCERTS UK. etc.	Certificate copy
5	Approval letter from CPCB/PPCB.	Copy of approval Letter for Data connectivity to CPCB/PPCB.
6	Execution Capability	Having experience of having supplied and commissioned a similar system* not earlier than 2 years from date of issue of NIT. <u>Evidence: Purchase order Copy or Commissioning certificate from the customer</u> <u>For startups :</u> The Purchase order criteria in pre-Qualification terms shall not be applicable to Start-Up Firms. These relaxations and exemptions are in line with D.O. No. 5(4)/2016-BE-I dated 15.02.2017. However for claiming the Start-Up exemption, the bidders have to submit documentary evidence or undertaking of following: 1. The business being a start-up firm 2. The capacity of the firm to supply a similar system*.

*Similar System refers to Online Continuous Effluent Monitoring System (OCEMS) capable of measuring parameters like TSS, BOD, COD, pH using technology as mentioned in the technical specifications of the NIT.

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ANNEXURE- B

**TECHNICAL SPECIFICATIONS OF ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV
CAMERA REQUIRED AT: BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL
SAHIB, PUNJAB**

S.NO.	SPECIFICATION	DETAIL
1	Parameters to be measured	pH, TSS, BOD , COD
2	Measurement method	Non sampling type(continuous) , no external sample preparation shall be required for measurement , measurement method must be online or in line/ Open Tank In situ Type as per CPCB and PPCB
3	Measuring accuracy and range as per CPCB guidelines	A) pH accuracy+- 0.2 (0-14) using Electrode Method B) TSS accuracy+-10% (0-900 mg/l) using UV-Vis Spectro-photometry (Single spectrum scanning) C) COD accuracy+-10% (0-500 mg/l) using UV-Vis Spectro-photometry (Entire spectrum scanning) D) BOD accuracy+-10% (0-250 mg/l) using UV-Vis Spectro-photometry (Entire spectrum scanning)
4	Techniques/ Instrumentation for online measurement	1. Online 2. Inline or In situ
5	Basic requirement of an efficient on line Analyser	1. Should be capable of operating un-attended over prolonged period of time 2..Should produce analytically valid results with precision and repeatability 3. The analyser should have inbuilt features for automatic water matrix change adaption. 4. Should have data validation facility with features to transmit raw and validated data to central server. 5.Should have provision for Multi-server data transmission from each station without intermediate PC or plant server. 6. Should have provision to record all operation information in log file. 7. Should have provision for independent analysis, validation, calibration & data transmission. 8. Should have provision of Plant level data viewing and retrieval with selection of ethernet, wireless, Modbus & USB. 9. That the Record of calibration and validation should be available on real time basis on central server from each analyser. 10. Must have low operation and maintenance requirements with low chemical consumption and recurring cost of consumables and spares.

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6	Complete Analyser Unit	The complete analyzer unit must be including sensor probes required for system, extension cables, various mounting accessories (if any required). The digital analyzer itself to display all the parameters such as pH, TSS, BOD & COD etc. with auto calibration facilities and auto temperature, pressure compensation facility but manual calibration must be incorporated. Analyzer should have inbuilt features for automatic water matrix change. The analyzer must have the facility to communicate the displayed as well as stored data by means of RS485/ RS2321 MODBUS/ Ethernet to PC or any other compatible device.
7	Enclosures	The enclosure at each fixed RTWQMS shall accommodate data logger, HMI, sensor cards , voltage regulator , transmitter unit etc. The enclosure shall provide protection from dust, humidity, precipitation, sunlight & environmental pollution. The material for the enclosure shall be customized for cable entry openings. Enclosure Material Rating: IP-66
8	Installation CCTV Camera	1. Industrial Grade IP camera with PAN, TILT Zoom (PTZ), 5x or above focal length, with night vision capability with leased line real time connection for data streaming and transmission of the same. 2. The connectivity of the camera is to be provided to CPCB through the web portals on 24x7 basis. The resolution of the camera should be kept as 352 x 240 pixel or above.
9	Quantification: Instrument Calibration and Validation	The following frequency has to be used for calibration of analyser. 1. pH – Temperature (pH Meter correction) – validation is to be performed against traceable calibrated thermometer, once every month and data submitted online to CPCB. 2. Validation for COD, BOD & TSS: Frequency of the validation should be once in three Months or as specified by manufacturer, whichever is earlier. The data logger software must keep all calibration data points in memory for interpretation of matrix change adaption.
10	Reporting	The OCEMS suppliers have to provide central server at cloud operational on 24x7 basis and to provide online data connectivity with CPCB and PPCBs servers. The software should have two-way communication, so that data from the system can be seen whenever desired and remote of controller/data logger can be taken to visualize the immediate status of the system. The data along with diagnostics and calibration details should be transmitted to CPCB and PPCB servers.

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11	Data Management	The basic functional capabilities of such software systems shall include: -1. In case of delay in collection of data due to any reason, the data transmission should be marked delayed data and reports of delayed data should be displayed on the portal. 2. The data submitted electronically shall be available to the data generator through internet, so that corrective action if any required due to submission of non-validated data can be initiated by the industry. 3. The software should be capable to verify the data correctness which means at any given point of time the regulatory authorities/data generator should be able to visualize the current data of any location's specific parameter. 4. System should have capability to depict data at the actual location of industry over the map.
12	Statistical Data Analysis	The software should be capable of analyzing the data with statistical tools and shall have the following capabilities: i) Statistical data analysis (customizable) for average, min., max., diurnal variation. ii) Comparison of parameters of different locations in user selectable time formats i.e. in graphical and tabular formats compatible to MS Excel, MS Word, *.txt etc. iii) Capability of comparison of data with respect to standards/threshold values. iv) Auto report and, auto mail generation etc. v) Providing calibration database for further validation/correction of data. vi) Transmitting data to different locations as per EC, CTE/CTO, and other directives in force. vii) Channel configuration for range, units etc. viii) Providing data in export format on continuous basis through central/station computer system to other system.
13	Data Storage, Transmission and Power backup	1. Data transmission through different media like phone line, Broadband, leased lines (at least any two media supported). 2. Data Storage for next five years. 3. System should be connected to a backup power source with adequate capacity to avoid any power disruption for atleast 2-3 hours.

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14	Essential Technical Features	1. All instruments must be operated according to the plug & measure principle. 2. All instruments should be pre-calibrated. 3. The instruments and analysers must be made of highly resistant material (titanium). 4. All instruments must have auto-diagnosis procedures are used to ensure best possible operation. 5. All spectrometer probes for organic analysis must operate using Spectrometry as measuring principal. 6. pH & temperature measuring principle must be unique, non-porous / non-leaking combined reference electrode for technically consistent pH performance, long term stable and maintenance free in operation Sensor not require any cleaning with compressed air 7. Sensor must have multi-wavelength scanning double beam spectrophotometer. 8. Onboard event detection and validation software on system enable objective of decision making and to have optimum process controls. 9. COD, BOD & TOC must have independent program for calibration, analysis and validation. Parameter calculation for one to another parameter such as COD to BOD to TOC is not recommended due to accuracy issues. 10. Optical sensors including spectrophotometric probes must be water-proof, rugged and have integral IP68 bendable cable to operate in harsh conditions without downtime. 11. All Sensors must be reagent and consumable free. 12. Systems should be international Certified Like – TUV Germany/ USEPA / MCERTS UK. etc. 13. Vendor should have approval Letter for Data connectivity to CPCB & PPCB.
15	Vendor scope of activities	1. Supply, Installation and Commissioning of the complete system: ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA with 4 years Annual Maintenance contract. The vendor/instrument supplier shall make provisions to provide data continuously at least 04 locations in PPCBs/PCCs, RO/DO of CPCB, and industry directly from the analyzers. Annual maintenance contract charges should be inclusive of all the spares & consumable. 2. The authorized Indian service partner/instrument manufacturer shall ensure that any problem in monitoring system/data acquisition and transfer system does not persist beyond 72 hours. 3. The software will give alarm, in case of the concentration of parameter exceeds the prescribed norms by 10% continuously. 4. The instrument supplier will facilitate data transmission on behalf of industries. 5. The vendors/instrument supplier shall install their server in

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16	BHEL Scope of activities	PPCB/PCCs and CPCB for transferring data from the real time system. 6. The vendors/instrument manufacturers shall ensure availability of spare parts for at least 07 years after installation of the system. 7. The supplier has to provide comprehensive warrantee for 05 years of complete online effluent quality monitoring system (One Year warranty + four year AMC) . AMC charges (as applicable) will be inclusive of all the spares & consumables. 8. Instruction manual and calibration certificates must have to be submitted along with the system (hard copy & soft copy both required. Demonstration of the successful working of the system continuously for 2 days with successful data capture, transfer, storage to various locations at IVP, CPCB/ PPCB (Vendor Representative should be available for demonstration). 9. The analyzer must be capable of future software upgrade upto 07 years 10. All the necessary equipment's in order to communicate the data/information with CPCB & PPCB (both) server are in the scope of supplier. 11. All the materials required along with erection and commissioning for sample collecting required is in scope of supplier. 12. All the electrical cable, starter, switches wiring etc. required for the On Line Effluent Monitoring System is in the scope of the supplier. 13. The extension electric power cables from ETP MCC room approx.100 mtrs. in scope of supplier. 14. SIM Card for Internet Connection. 15. Connection of the existing water meter with the OCEMS system shall be in the scope of the vendor.
17	CPCB Guidelines	Any equipment's / work not mentioned which is required for completion of said system as per guidelines of CPCB & PPCB is in the scope of supplier.1st Revised CPCB Guidelines dated 10.07.2018 also form a part of these terms and conditions and the technical and other details have to be complied with by the suppliers.

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18. VENDOR SUPPLY VERIFICATION / ACCEPTANCE CRITERIA FOR ITEM: Online Continuous Effluent Monitoring System and Online CCTV Camera at outlet of STP at IVP Goindwal:

S.No.	Criteria	Remarks
1	Supply Installation and Commissioning	An acceptance certificate shall be issued once all these activities are completed. The one-year warranty period shall commence from the date of successful acceptance of the system and same shall be referred for the subsequent Annual Maintenance Contracts for next four years.
2	Submission of initial calibration certificates	
3	Instruction manual must be submitted along with the system (hard copy & soft copy both required).	
4	Demonstration of the successful working of the system continuously for 2 working days with successful data capture, transfer, storage to various locations at IVP, CPCB/ PPCB (<i>Vendor Representative should be available for demonstration</i>).	

19. PAYMENT TERMS FOR ITEM: Online Continuous Effluent Monitoring System and Online CCTV Camera at outlet of STP at IVP Goindwal :

S.No.	Milestone	Remark
1	Supply, Installation and Commissioning of the complete system	Payment of the capital cost of the system with one-year warranty as per tender T & C.
2	Annual Maintenance Contract for a period of 4 years after completion of one-year warranty (<i>to be quoted per annum for four year period</i>)	The AMC charges shall be payable every quarter on submission of bill at the end of each quarter as per tender T & C. AMC charges (as applicable) will be inclusive of all the spares & consumables.

20. PERFORMANCE BANK GUARANTEE (PBG): PBG equivalent to 25% of the cost of the Real Time Monitoring Systems from the manufacturer of the system or its authorized Indian counterpart. **The bank Guarantee shall be payable on the Capital Cost of the system with one-year warranty.** The validity of PBG shall be at least 5 years from the date of acceptance. The BG is taken to ensure optimal performance of the system including 85% data captive rates, providing reliable & accurate data.

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21. L1 CRITERIA: L1 vendor shall be selected on the basis of the overall package value for 5-year period. No counter offer shall be given.



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GENERAL INSTRUCTIONS

G1. INSTRUCTION TO BIDDER

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

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

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

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

**BHEL, Industrial Valve Plant,
#433, Industrial Complex,
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G1.2 INSTRUCTION TO BIDDER (In case of E-Procurement)

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

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

a. Requirements

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

b. Mandatory Requirements:

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

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For Unregistered Suppliers in EPS:

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

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

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

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

For Registered Supplier in EPS:

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

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

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



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

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

G3 PRICE BASIS

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

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

G4 VALIDITY OF OFFERS:

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

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G5 SCOPE OF SUPPLY

- Vendor Scope: Supply of ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA as per technical specification (ANNEXURE- B).

G6 REPLACEMENT OF REJECTION

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

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

G7 SUPPLIED MATERIAL ADJUSTMENT

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

G8 DELIVERY SCHEDULE

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

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

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

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

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[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib,
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G9 ACCESS TO MANUFACTURING PREMISES:

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

G10.TERMS OF PAYMENT: refer annexure C

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

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

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

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

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

G12. AVAILING INPUT TAX CREDIT (ITC) BY BHEL

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

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2. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.



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3. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
4. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

G13.LIABILITY UNDER REVERSE CHARGE (RCM)

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

G14.PACKING

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

G15.INSPECTION

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



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- h. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

G16.PREFERENCES FOR MSE's

MSE suppliers can avail the intended benefits only if they submit along with the offer UAM (Udyog Aadhaar Memorandum), attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

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

G17.GUARANTEE/WARRANTEE

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

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

G18.PENALTY FOR LATE DELIVERY

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

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

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

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



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

If any vendor does not accept PLD $\frac{1}{2}\%$ of the supply and E&C separately for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% PLD shall not be loaded on account of PLD. However, bidders who offer any other % PLD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %. e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% ($10 - 7 = 3$). As regards LD, the delivery date (FOR dispatching station) shall be considered.

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

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

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

G19.RISK PURCHASE

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

G20.SUB-CONTRACT

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

G21.FORCE MAJEURE

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and



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delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

G22.DISPUTES

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

G23.JURISDICTION

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

G24.CLARIFICATIONS

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

G25.LOI (Letter of Intent)

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

G26.WORDS AND FIGURES

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- a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity}, the unit price shall prevail and the total price corrected accordingly, unless



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in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e. Bids should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.
- f. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.

G27.GENERAL

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

G28.BANNED FIRMS

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



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G29.DISCLAIMER CLAUSE (Only for E procurement)

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

G30.FRAUD PREVENTION POLICY

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

G31.REVERSE AUCTION

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) 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).

G32.SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS

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



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

1.1. Commitment by BHEL:

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

1.2. Commitment by Bidder/ Supplier/ Contractor:

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

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

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

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

G33.PREFERENCE TO MAKE IN INDIA

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT before finalization of contract/PO/WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

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ANNEXURE-C

COMMERCIAL TERMS AND CONDITIONS CONFIRMATION SHEET

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

Description of the Equipment: **ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA**

BHEL Tender No. & Date: 1920-075 DATED 07-Oct-19

Sl. no.	Description	Vendor's confirmation
1.0	Price Bid: Price Bid should contain the price particulars of items , co-related to the technical details provided in Part I. Techno-commercial bid alone without the Price Bid would be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects. The bidder has to quote charges for 'Supply'(G5) and 'Erection & Commissioning'(G11) separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL- refer Annexure - B).	
2.0	Validity: Validity of the offer should be 90 days from the date of tender opening.	
3.0	Payment terms (for item sr. no. 1-ref annexure B)- a. 100% payment, within 45 to 90 days, After successful commissioning & acceptance of equipment at BHEL, Goindwal, Punjab. or b. 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for two months beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. Payment terms (for item sr. no. 2 - ref annexure B)- a. The AMC charges (as applicable) shall be payable quarterly i.e. on every quarter ending, on submission of bills at the end of each quarter. AMC charges (as applicable) will be inclusive of all the spares & consumables.	Vendor has to mention which payment term is accepted by him (a) or (b) for item 1. Vendor has to provide his compliance & confirmation for payment terms for item 2.



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Sl. no.	Description	Vendor's confirmation
	NOTE: In case of any deviation from standard payment term mentioned above, BHEL at it's discretion may load on the item price at Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening (Part-I bid in case of two part bid) + 6%, for the amount & period of relaxation sought by bidder.	
4.0	Value for Erection & Commissioning (see G11) at BHEL: Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, training to operators, supervising foundation work etc. (to be together called as E&C). E&C is in the scope of the supplier, and E&C value should be quoted separately by the bidders. Only in case where quoted value is less than the minimum value indicated below or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated below and accordingly supply value will be adjusted from that quoted value and the balance will be released as E&C payment . The bidder, however, can choose to quote the E&C value higher than the below mentioned minimum E&C value (%) and suitably apportion the supply value. The default erection commissioning percentage of equipment for BHEL is 5.0%	
5.0	Currency of payment: The currency shall be Indian Rupees.	
6.0	Taxes & Duties: a. Documents to be submitted (if applicable) i. Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.) ii. Transporter copy along with material/consignment. iii. Material Test Certificates (MTC) and iv. Compliance Certificate. b. GST registration number is to be submitted by qualified vendor as per GST law. c. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs. d. BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment. e. Conditions relating to release of GST portion: Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following: The reimbursement of GST portion of invoice shall be released only upon: - 1. vendor declaring such invoice in his GSTR-1 and	



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Sl. no.	Description	Vendor's confirmation
	2. receipt of goods and Tax invoice by BHEL and 3. Confirmation of payment of GST thereon by vendor on GSTN portal. 4. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. - In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL. - In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor alongwith interest levied / leviable on BHEL.	
7.0	Delivery Period: Bidder should quote time period separately for 'Supply' and 'E&C' of equipment.	
	(a) Supply Period (as per G5):– Bidders are requested to quote firm Time period required for delivery of the equipment, (FOR dispatching station). For Supply portion, delivery period shall be reckoned from the date of purchase order/LOI to dispatch from the vendor works.	
	DELIVERY PERIOD REQUIRED BY BHEL (SUPPLY PORTION)	Within 60 days from PO / LOI
	DELIVERY PERIOD OFFERED BY VENDOR (SUPPLY PORTION)	
	(b) E&C period (as per G11):– Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.	
	E & C PERIOD REQUIRED BY BHEL (E & C PORTION)	15
	E & C PERIOD OFFERED BY VENDOR (E & C PORTION)	
8.0	LIQUIDATED DAMAGES (LD): Delivery terms mentioned in the PO/LOI shall be adhered to. In case of approval of drawings or any other technical documents, a nominal period of 15 days shall be considered as included in the delivery period mentioned. If BHEL is taking more time in such approvals delivery period can be extended accordingly. All such technical documents to be approved by BHEL shall be submitted within 10 days of release of	



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Sl. no.	Description	Vendor's confirmation
	PO/LOI. Delivery of the goods specified in the purchase order should be made within the time prescribed. Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'. The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C). If any vendor does not accept PLD ½% of the supply and E&C separately for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% PLD shall not be loaded on account of PLD. However, bidders who offer any other % PLD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %. e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3). As regards LD, the delivery date (FOR dispatching station) shall be considered. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him. For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.	
9.0	SHORT SUPPLY / WARRANTY REPLACEMENT: In case, any shortage is noticed viz-a-viz PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.	

TENDER: 1920-075 DATED: 07.10.2019 ITEM: DCMS



E- TENDER TERMS & CONDITIONS OF ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA

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

Sl. no.	Description	Vendor's confirmation
10.0	Risk purchase: If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.	
11.0	Guarantee / Warranty: Vendors shall provide a guarantee of machine performance as per technical terms – Annexure B, from the date of commissioning of the equipment at BHEL Goindwal and shall provide spares and services during warranty period to maintain the machine in working condition. Offers from vendors not accepting to the requested guarantee period are liable for rejection.	
12.0	Performance Bank Guarantee [PBG]: PBG equivalent to 25% of the cost of the Real Time Monitoring Systems from the manufacturer of the system or its authorized Indian counterpart. The bank Guarantee shall be payable on the Cost of the system with one-year warranty. The validity of PBG shall be at least 5 years from the date of acceptance. The BG is taken to ensure optimal performance of the system including 85% data captive rates, providing reliable & accurate data. In case of indigenous bidder, the PBG shall be in the format enclosed and from one of the banks mentioned therein. In case of import, the foreign vendor shall arrange to give a counter guarantee to Punjab National Bank (PNB) Goindwal Sahib and PNB will provide the PBG to BHEL in the format enclosed. In case any bidder does not accept for submission of Performance Bank Guarantee (PBG), their offer is likely to be rejected and the technical bid not processed. All bank charges in India and outside India will be to the supplier's account.	
13.0	Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned Name: Designation: Email ID: Phone No.: Mobile No. Fax No.: Address:	

TENDER: 1920-075 DATED: 07.10.2019 ITEM: OCMS



E- TENDER TERMS & CONDITIONS OF ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA

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

Sl. no.	Description	Vendor's confirmation
14.0	Terms of Delivery: FOR, BHEL, Stores Industrial Valves Plant 433, Industrial Complex Goindwal – 143 422 District: Tarn Taran (Punjab), India	
15.0	Weight: Approximate Net weight of the total consignment Approximate Gross weight of the total consignment	

TENDER: 1920-075 DATED: 07.10.2019 ITEM: OCEMS



TENDER TERMS & CONDITIONS OF ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA

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

FORMAT FOR PERFORMANCE BANK GUARANTEE

Bank Guarantee No:

Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract, we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.-----.

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

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

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract / satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor /



TENDER TERMS & CONDITIONS OF ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA

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

Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before the8we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 6
- b) This Guarantee shall be valid up to7
- c) Unless the Bank is served a written claim or demand on or before8 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

1 NAME AND ADDRESS OF EMPLOYER i.e. Bharat Heavy Electricals Limited

2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 CONTRACT VALUE

5 PROJECT/SUPPLY DETAILS

6 BG AMOUNT IN FIGURES AND WORDS

7 VALIDITY DATE

8 DATE OF EXPIRY OF CLAIM PERIOD

Note:

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

TENDER TERMS & CONDITIONS OF ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA

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

LIST OF CONSORTIUM OF BANKS

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

Nationalised Banks:

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

Public Sector Banks:

- (18) IDBI

Private Banks:

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

Foreign Banks:

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

TENDER: 1329-075 DATED: 07.10.2019 ITEM: OCEMS

Annexure-II :		UNPRICED BID FORMAT			
Tender Enquiry No :	1920-075			Dated :	07-10-19
Item description	ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA WITH 4 YEAR AMC				
Indent:	125962212				
indent date :	07.10.2019				
Sr. No.	Material Description	Material Specification	Unit of measurement	Req. Qty	Quoted
1	ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA WITH 4 YEAR AMC	Supply, installation and commissioning of Online Continuous Effluent Monitoring System (OCEMS) and Online CCTV camera at the outlet of STP at BHEL IVP Goindwal with one year warranty as per technical specification attached. Note: Supply to be strictly as per tender terms and conditions. No deviations are allowed.	NO	1	Yes/No
		GST rate	Whether GST is applicable? (kindly tick)	Applicable / Not applicable	
			If GST is applicable, kindly tick whether it is Extra / Inclusive	Extra / Inclusive	
			Nature of GST Applicable	IGST / SGST/ CGST	
			% age rate of GST (if applicable)	Please mention clearly>>	
		Mention E&C charges applicable on Supply, installation and commissioning of Online Continuous Effluent Monitoring System (OCEMS) and Online CCTV camera at the outlet of STP at BHEL IVP Goindwal with one year warranty as per technical specification attached.	kindly tick whether E & C is Extra / Inclusive	Extra / Inclusive	
			% age of E & C of quoted value (if applicable)	Please mention clearly>>	
			Whether GST is applicable? (kindly tick)	Applicable / Not applicable	
			If GST is applicable, kindly tick whether it is Extra / Inclusive	Extra / Inclusive	
			Nature of GST Applicable	IGST / SGST/ CGST	
% age rate of GST (if applicable)	Please mention clearly>>				
2	AMC of OCEMS for 4 year period	Annual Maintenance contract (AMC) for a period of four years which will begin after completion of 1 year warranty period. AMC charges are inclusive of all the spares & consumables.	Rate per annum	Rate per annum	Yes/No
		GST rate	Whether GST is applicable? (kindly tick)	Applicable / Not applicable	
			If GST is applicable, kindly tick whether it is Extra / Inclusive	Extra / Inclusive	
			Nature of GST Applicable	IGST / SGST/ CGST	
			% age rate of GST (if applicable)	Please mention clearly>>	
			Delivery destination (FOR Goindwal Sahib basis)		
Validity of offers as required by BHEL (days) : 90				Please accept>>	
Note: Quoting in both the items 1 & 2 is mandatory. Partially quoted bid will be rejected.				Please accept>>	
The above prices are Firm, without any price escalation; are Rs. per unit Basis; and are on FOR Goindwal Sahib basis.					
We accept all terms and conditions of the Tender Enquiry No :1920-075				Dated : 07-10-19	
Authorised signatory with seal					

	Annexure-III :	PRICE BID FORMAT				
Tender Enquiry No :	1920-075		Dated :	07-10-19		
Item description	ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA WITH 4 YEAR AMC					
Indent:	125962212					
indent date :	07.10.2019				Unit Basic Price, Rs. (to be filled by bidder)	
Sr. No.	Material Description	Material Specification	Unit of measuremen	Req. Qty	Quoted Price in figures	Quoted Price in words
1	ONLINE CONTINUOUS EFFLUENT MONITORING SYSTEM & CCTV CAMERA WITH 4 YEAR AMC	Supply, installation and commissioning of Online Continuous Effluent Monitoring System (OCEMS) and Online CCTV camera at the outlet of STP at BHEL IVP Goindwal with one year warranty as per technical specification attached. Note: Supply to be strictly as per tender terms and conditions. No deviations are allowed.	NO	1		
2	AMC of OCEMS for 4 year period	Annual Maintenance contract (AMC) for a period of four years which will begin after completion of 1 year warranty period. AMC charges are inclusive of all the spares & consumables.	Rate per annum			
The above prices are Firm, without any price esclation; are Rs. per unit Basis; are on FOR Goindwal Sahib basis.						
Nothing except prices will be entertained in part-II of tender.						
* Prices to be quoted in this format only. No format other than this will be accepted.						
Authorised signatory with seal						

TENDER: 1920-075 DATED: 07.10.2019 ITEM: OCEMS