

TENDER TERMS & CONDITIONS

ITEM :- DIGITAL ULTRASONIC FLAW DETECTOR

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

Tender Enquiry No	1718-090E
Enquiry date	13.11.2017
Last time and date of tender submission	1500 Hrs 06.12.2017
Tender opening time and date	1530 Hrs 06.12.2017
Quotation Parts	<u>Two-part Bid</u>
Item Description	DIGITAL ULTRASONIC FLAW DETECTOR
Item Specification	<u>As mentioned In Technical Specification (Annexure-I)</u>
Delivery schedule (In days)	<u>60 days from date of release of PO/LOI</u>
Validity of offer (In days)	<u>90 days</u>

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

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 E-Procurement)

Interested bidders/Suppliers shall submit their offer through e-Procurement mode at <https://bheleps.buyjunction.in>. **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. A PC with Internet connectivity.
2. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)
3. The site is best viewed in Internet Explorer 9.0. If you are using Internet Explorer 10 or above then enable compatibility view available under Tools menu.
4. Install Java 1.8 Update 67/72/79/77 (32 OR 64 Bit)

In case of any assistance, please call the following Nos for support:

033-6601 1717(From 9:30am to 5:30pm)

9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (From 5:30pm to 8:30pm)



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Regarding problem in e-tendering please contact the following persons: -

Contact details of M-Junction persons:

S.No.	NAME	E-Mail ID	Mobile No
1	HELP DESK	eps.customercare@mjunction.in	033-66106426/6217/6013/6046/6176 9163348283/9163348284/9163348285 /9163348286/8584008116
2	Mr. P Peter Raj	peter.raj@mjunction.in	(+91) 9500199108
3	Mr. Harish Kumar Ramu	harish.ramu@mjunction.in	09840704941

G2 OTHER IMPORTANT INFORMATION RELATED TO E- PROCUREMENT 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 mjunction Services Ltd. 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.

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G3 PRICE BASIS

- Order of enquiry item sl. No. shall be maintained in the quotation.
- The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
- 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 offers shall be kept open for acceptance 90 from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

G5 SCOPE OF SUPPLY

Manufacture, Supply & Installation of **DIGITAL ULTRASONIC FLAW DETECTOR** specifications as per Annexure-I.

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, 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 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.





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ANNEXURE I :- TECHNICAL SPECIFICATIONS OF DIGITAL ULTRASONIC FLAW DETECTOR

Clause no	Particulars	BHEL SPECIFICATION	Bidder's offer with complete technical details
1	Area of Application	Digital Ultrasonic Flaw detector is used for Testing of materials and welded structures made of Steel and casting made of steel of valve components.	
2	Principle of operation	The Ultrasonic Flaw Detector works on the principle of Reflection of Ultrasounds at Interfaces of varying acoustic impedance. By using Piezoelectric Transducers, which can convert electric signals to ultrasonic vibrations, Ultrasound is sent to the test objects and the reflected Ultrasonic energy from the defects is converted back to electric signals, which in turn are displayed on the LCD screen.	
3	Design base	Compliant to EN 12668-1, IEC 60068-2-27, IEC-60068-2-6, IP 66,E-1065	
4	Pulse Spike or Tunable Square wave pulse	The pulse is to be electronically controlled on both rising and falling edges to maximize probe performance and increasing near surface resolution	
4.1	Pulse repetition frequency Transmitter –pulse rise time	15 Hz to 1000 Hz. <10ns with selectable high or low	
4.2.	Energy Settings	Supplier to specify	
4.3.	Pulse width	Adjustable from 30 to 1000ns (0.1MHz)	

4.4.	Damping	50 to 400 Ω	
5.0	Receiver		

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5.1.	Gain	0 to 100 dB with 0.5,1,2,6,12,20dB steps & user defined gain step Adjustments	
5.2	Total instrument Bandwidth	0.5 to 18 MHz	
5.3	Digital Filter settings	User selectable narrow band and broad band filter options to be provided to optimize receiver performance	
5.4	Rectification	Full wave, Positive half wave, Negative Half wave, RF	
5.5.	System linearity	Horizontal, Vertical and amplifier shall meet the requirements of ASME section V	
5.6.	Reject	0 to 80 % full screen height (supplier to specify)	

6.0	Measurement		
6.1.	Types	Thickness, Sound path, Projection, Depth, Amplitude, Time of flight for both Gates	
6.2.	Echo to Echo	Standard	
6.3	ToFD	Vendor to confirm and specify.	
6.4	DAC / TVG Standard	Up to 15 points to be captured, ASME Section I, Section III, 100 dB dynamic Range, full gain, range and delay adjustments during set up, view switchable between DAC / TVG	
6.5	CUSTOM DAC	With multiple DAC curves	
6.6	DGS probe data	for time varied gain applications. DGS set ups to be built from DGS/AVG diagram with standard probe data and user defined probe data. Defect size evaluation to be performed with predefined probe settings. Defect size to be directly displayed. Data sheet for each probe giving all technical details shall be furnished.	
6.7	Amplitude measurement	0 to 100% full screen height with 0.25% resolution	
6.8	Curved Surface correction	For Angle measurements	
6.9	X-Value correction	Beam index point to front of transducer	
7.0	Gates	Two fully independent Gates for Echo Height and Time of flight	
7.1.	Gate start	Variable over entire display range	
7.2.	Gate width	Variable from Gate start to end of displayed range	
7.3	Gate height	Variable from 2 to 95% full screen height	

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7.4.	Alarms	Positive and Negative thresholds: Minimum Depth on Gate1 and Gate 2	
8.0	Display	A" scan display (Rectified as well as RF mode) and Color Liquid Crystal Display with user defined, user selectable color schemes and brightness having split screen, full screen modes and Auto freeze facility. Supplier shall specify available display modes.	
8.1.	Base line break mode	All zero cross points on the RF wave form shall be shown as zero points in full wave mode	
8.2.	Amplitude Grid mode	100% Amplitude display	
8.3.	Time base grid modes	Standard 0 to 10 major divisions, each having five equal minor divisions.	
9.0	USB Port	For communication with PC/DATA CABLE	
9.1	Data storage	At least 200 "A" SCAN data file storage capacity should be available. supplier should specify size of data files and also number of data files that can be stored.	
10.0	Calibration	Supplier to specify the calibration set up memory. At least 50 different calibration setups should be stored and recalled	
10.1	Automated distance Calibration	For velocity and zero offset	
10.2	Test modes	Pulse echo, Dual or through transmission	
10.3	Units	Millimeters, Inches	
10.4	Range	2 mm to 10000 mm	
10.5	Velocity	600 to 15000 m/s	
10.6	Zero offset	Supplier to specify	
10.7	Display delay	Supplier to specify	
10.8	Refracted angles	100 to 850 in 0.10 resolution	
11.0	Probes / Accessories	1) Longitudinal Probes a) 2MHz- Ø 24mm Qty: 1 Nos. b) 4MHz- Ø 10mm Qty: 1 Nos. Suitable standard cables (2m long) for above probes- Qty: 2 Nos. 2) Shear wave Probes a) 2MHz-450 Size: 20x22mm Qty: 1 Nos. b) 2MHz-600 Size: 20x22mm Qty: 1 Nos. c) 2MHz-450 Size: 8 x 9mm Qty: 1 Nos. d) 2MHz-600 Size: 8 x 9mm Qty: 2 Nos. e) 2MHz-700 Size: 8 x 9mm Qty: 1 Nos. f) 4MHz-700 Size: 8 x 9mm Qty: 1 Nos. Suitable standard cables (2m long) for above probes-	

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		Qty: 2 Nos.	
		3) Twin Crystal Probes a) 2MHz- Ø 10mm Qty: 1 Nos. b) 4MHz- Ø 10mm Qty: 1 Nos. Suitable standard cables (2m long) for above probes- Qty: 2 Nos.	
		Supplier should Furnish data sheet for probes with the crystal diameter, probe center frequency, Spectrum, roof angle of twin crystal probe etc. along with technical data sheet as per ASTM E- 1065 with band width of operation for each probe shall be provided.	
11.1.	Cables	Supplier to specify the details of Power cables, Transducer connector cables etc.	
11.2	Calibration Blocks	Vendor to provide the following blocks as per ASME/EN 12668-1 standards and with calibration certificates for each block 1. V1 Steel block of Type-1 –Qty: 1 No. 2. V2 Steel Block-Qty: 1 No. 3. Reference step block (9 steps from 2 mm to 10 mm thickness of MS material)-01 No.	
11.3	Calibration Certificate and Test Certificate	Supplier shall supply these certificates along with the equipment	
12.0	Software	DAC, DGS / AVG	
13.0	General features		
13.1	Weight	Shall be less than 5kg (vendor to specify)	
13.2.	Transducer connections	LEMO type connections (Equipment side and transducer side)	
13.3	Battery	Lithium ion / Nickel Metal Hydride / Alkaline C-Cells preferably. The system shall have the provision for Internal rechargeable battery with charger adapter. The battery after charging should work for minimum 5 hours before next recharging.(vendor to specify)	
13.4	Power requirement	AC – mains, 200 – 240V (50Hz)	
13.5	Environmental ratings	Temperature: 5 to 50 degree C Humidity: RH 20 - 80%	
14.0	Documentation in ENGLISH Language	Three Copies (In English) of the Operation, Maintenance & Service Manuals containing Electric Schematics, Circuit Diagrams, Drawings, Trouble	

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		Shooting Charts, Mechanical Sub-Assemblies, Rating of Bought-Out Items, etc. shall be supplied, at the time of inspection by BHEL Engineers. In addition, two soft copies in CDs to be supplied.	
15.0	Pre dispatch Inspection	The system and accessories (consisting of the items) shall be offered for pre dispatch Inspection by BHEL at supplier's works.	
16.0	Installation, commissioning and Training on Operation & Maintenance	The system and accessories (consisting of the items mentioned) is to be installed & commissioned at BHEL Works (within 21 days) by the Service Engineer of the supplier. Training of operation and maintenance is to be given. (One Man days 9:00AM to 5:30 PM)	
17.0	Performance Prove out	Vendor to perform the job trails and to prove the performance of the equipment at BHEL works.	
18.0	Guarantee	The system and accessories (consisting of the items mentioned in the scope of supply) are to be guaranteed for its performance for 24 months from the date of commissioning of the equipment at BHEL Works.	
19.0	Service and Spares Support Requirements	Vendor shall ensure after the guarantee period, through trained service personnel in India for next 5 years as and when need arise. Spares to be made available within the shortest time.	
20.0	Annual Maintenance	Contract – AMC Vendor to indicate whether Annual Maintenance services can be provided on contract after the guarantee period is completed	
21.0	Safety and Quality	Standards Supplier to ensure that Safety and Quality of system and accessories (consisting of the items mentioned in the scope of supply) shall conform to International Standards. Conformance certificate to be provided along with the equipmen.t	



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ANNEXURE II:-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: DIGITAL ULTRASONIC FLAW DETECTOR

BHEL Tender No. & Date : 1718-090E DATED 13.11.2017

Sl No	Description	Vendor's confirmation
1	Payment terms: (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 In case of any deviation from standard payment term mentioned, BHEL at it's discretion may load on the item price at 'Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidders. Note:	Vendor has to mention which payment term is accepted by him (a) or (b).
2	Currency of payment: The currency shall be Indian Rupees.	
3	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	

GCC: REV:06

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	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-1and 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.	
4	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 10 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 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. 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.	
5	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.	
6	Delivery: However the supply shall not exceed 2 months. The system and accessories (consisting of the items mentioned) is to be installed & commissioned at BHEL Works (within 21 days) by the Service Engineer of the supplier. Training of operation and maintenance is to be given.(One Man days 9:00AM to 5:30 PM) Bidder shall indicate the delivery period required for The following activities. (a) Firm Time period, from the date of Letter of Intent (LOI), required for delivery of the equipment, (FOR dispatching station) to be indicated. (b) Commissioning, Prove-out and handing over of complete system to be indicated.	
7	Warranty: The system and accessories (consisting of the items mentioned in the scope of supply) are to be guaranteed for its performance for	

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	24 months from the date of commissioning of the equipment at BHEL Works. The supplier should warranty the machine performance against any manufacturing defects for 24 months from the date of acceptance of machine and shall provide spares and services during warranty period to maintain the machine in working condition.	
8	Validity: Validity of the offer should be 90 days from the date of tender opening.	
9	Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
10	Terms of Delivery: FOR, BHEL, Stores Industrial Valves Plant 433, Industrial Complex Goindwal – 143 423 District: Tarn Taran (Punjab), India	
11	Weight: Approximate Net weight of the total consignment Approximate Gross weight of the total consignment	
12	PERFORMANCE BANK GUARANTEE [PBG]: Performance Bank Guarantee (PBG) for 10% of the total order value covering the agreed Guarantee period (with additional 2 months as claim period) has to be furnished. 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.	



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G8 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.
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.
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.

G9 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.

G10 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.

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- 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.
- 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.

G11 PREFERENCES FOR MSE's

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.

Main points which are mentioned in the above order are as follows:

- 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 4% from the above mentioned 20% procurement quantity shall be procured from MSE's owned by SC /ST's. Failure to participate by any MSE owned by SC/ST's this 4% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of 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."

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G12 GUARANTEE/WARRANTEE

The system and accessories (consisting of the items mentioned in the scope of supply) are to be guaranteed for its performance for 24 months from the date of commissioning of the equipment at BHEL Works. Vendor shall give a guarantee of 24 months from the date of commissioning at FOR Goindwal. In case of non-acceptance of this term bid will be rejected.

G13 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.

G14 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 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.

G15 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.

G16 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.

G17 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

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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.

G18 LOI (Letter of Intent)

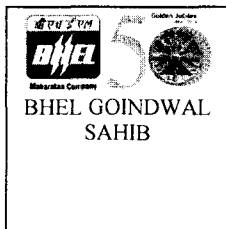
BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

G19 WORDS AND FIGURES

- a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 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.

G20 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.



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- i. Any term is special tender terms and conditions will supersede the GCC.
- j. If advance tax is applicable at Punjab border. Supplier has to deposit this advance tax by himself which will be reimbursed on submission of documentary proofs (Copy of entry tax receipt/online transfer details duly verified).
- k. BHEL reserves the right to negotiate with L1 bidder/s.

G21 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.

G22 DISCLAIMER CLAUSE: (Only for E procurement)

Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

G23 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.

G24 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

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guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

G25 SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS

BHEL shall take action against suppliers by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Such action under Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier or a bidder or an applicant for registration as a registered supplier. The detailed guidelines are available at our www.bhel.com.

G 26 PERFORMANCE BANK GUARANTEE [PBG]:

Performance Bank Guarantee (PBG) for 10% of the total order value covering the agreed Guarantee period (with additional 2 months as claim period) has to be furnished. 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.

G 27 TERMS OF DELIVERY :

Bidders are required to quote time period separately for 'Supply' and 'E&C' of equipment.

The bidders should quote their best schedule for Supply and E&C against the schedule indicated in NIT. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule.

E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT 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 in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment.

The E&C % of BHEL is 3.086 %.

Bidders should submit their offer for FOR BHEL, Goindwal, Punjab basis. Freight charges from works to BHEL, Goindwal to be indicated separately.



BHEL GOINDWAL
SAHIB

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ANNEXURE III: FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT WITH SEFT/RTGS ENABLED BANK BRANCH

Sub: E-payments vide SEFT/RTGS - Reg.

VENDOR CODE AS PER BHEL	:	
VENDOR NAME AS PER BANK RECORDS	:	
ACCOUNT TYPE	:	
BANK ACCOUNT NUMBER	:	
NAME & ADDRESS OF THE BANK	:	
BRANCH CODE	:	
BRANCH RTGS CODE	:	
BRANCH MICR CODE	:	
NAME OF THE AUTHORISED SIGNATORY	:	

I/we confirm that I/We will bear the charges, if any levied by my/our bank for the credit of SEFT/RTGS amounts in our account.

For.....

SIGNATURE
(Authorized signatory)

Date:

We confirm that we are enabled for receiving SEFT/RTGS credits and we further confirm that the account number, the signature of the authorized signatory, branch code, RTGS code and MICR code of our branch mentioned above are correct.

BANK VERIFICATION

(Manager's/Officer's signature under bank stamp)

Date:

The above format is to be submitted along with a cancelled cheque in original.

 BHEL BHEL GOINDWAL SAHIB	TENDER TERMS & CONDITIONS ITEM :- DIGITAL ULTRASONIC FLAW DETECTOR [BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib, Distt Tarn Taran, Punjab-143422]
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ANNEXURE-IV PRE-QUALIFICATION CRITERIA:

QUALIFYING CRITERIA (PART A)

QUALIFYING CRITERIA FOR SUPPLY OF DIGITAL ULTRASONIC FLAW DETECTOR

The bidder/vendor has to compulsorily meet the following requirement to get qualified for submitting an offer for the DIGITAL ULTRASONIC FLAW DETECTOR:

S.No.	QUALIFYING CRITERIA	Vendor to confirm
1	The bidder/vendor(OEM) shall have minimum of five years continuous experience in the design, manufacture and supply of "DIGITAL ULTRASONIC FLAW DETECTOR"	The bidder/vendor(OEM) to confirm on his letter Pad.
2	Vendor have to submit one copy of purchase order and its performance certificate on customer letter head, which was commissioned at least two years before.(format as per Annexure I.)	
3	BHEL reserves the right to verify the information provided by the vendor. In case the information provided by the vendor is found to be false/incorrect, the offer shall be rejected.	
4	Installation, commissioning and training on operation and maintenance should be given within 21 days on receipt of material.	
5	Chinese make is disqualified.	

Note: The bidder/vendor may be called for demonstration of their offered equipment at BHEL/IVP works during technical evaluation.

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ANNEXURE V: PERFORMANCE BANK GUARANTEE

1. In accordance of M/s Bharat Heavy Electricals Limited (A Government of India undertaking, a Company incorporated under the Companies Act 1956 having its Registered Office at „BHEL House”, SIRI Fort, New Delhi 110 049) through its, Industrial Valves Plant, Goindwal 62014 (hereinafter called “the Company”) having entered into a contract with hereinafter called “the said contractor” which term includes „suppliers. for the purpose of this Bond and under the terms and conditions of the Contract No: dated between BHEL, Industrial Valves Plant, Goindwal and as per the contract, the contractor/supplier is to furnish a Performance Bank Guarantee for Rs For the due performance of the equipment to be supplied under the above referred contract and for the fulfillment of all the terms and conditions of the contract. We (Indicate the name of the Bank) (herein after referred to as the Bank) at the request of (contractor(s)) do hereby undertake to pay the Company an amount not exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

2. We (indicate the name of the Bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) „failure to perform. the said Agreement. 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

3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.

4. We (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would betaken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Office/Department/Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

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5. (i) Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s BHEL will be dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

6. We (indicate the name of the Bank), further agree with the Company that the Company 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 agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)

8. It shall not be necessary for the Company to proceed against the contractor before proceeding against the guarantor-Bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealized.

9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts of Tarn Taran, Punjab.

10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authority granted to him/them by the guarantor

11. We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. In witness whereof we (indicate the name of Bank) have hereunto set out Bank Seal the Day month 20 .



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Important Note: - The formats for execution of Bank Guarantees (PBG) shall be kept valid to cover the period of BG plus an additional claim period of two months. The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/-



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ANNEXURE VI: List of consortium of banks for releasing Bank Guarantees:

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

Nationalised Banks

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

Public Sector Banks

- (20) IDBI

Foreign Banks

- (21) CITI Bank N.A
- (22) Deutsche Bank AG
- (23) The Hongkong and Shanghai Banking Corporation Limited
- (24) Standard Chartered Bank
- (25) The Royal Bank of Scotland N.V.

Private Banks

- (26) Axis Bank
- (27) The Federal Bank Limited
- (28) HDFC
- (29) Kotak Mahindra Bank
- (30) ICICI
- (31) Indusind Bank