

OPEN TENDER CHECKLIST

Sl. No.	Document Name	Vendor Confirmation (Signed copy to be submitted along with Techno Commercial Offer)
01	Annexure A	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
02	Annexure B	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
03	Annexure C	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
03	Annexure D	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
07	BHEL's SPEC	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
08	Online SRF (Original to be sent thru' courier)	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
09	CEBG	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
11	SQP	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>
12	Packing Drawing	Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/>



ANNEXURE – A to OPEN TENDER (RATE CONTRACT) 4251506E

Open tender (Rate contract) for Procurement of **“Tubular Type of Heating Element as per Specification, Standards and Quantities as listed below.**

NOTICE INVITING RATE CONTRACT TENDER :

e-Rate contract tenders are invited for the supply of Tubular Type of Heating Element as per the Specification, standards and Quantities as listed below.

The Scope includes Tubular Type of Heating Element.

Sl No	Material code	Description	Technical Specification	Quality Plan Requirement	Present requirement		Tentative Delivery Schedule
					Unit	Qty	
01	961504350000	HEATING ELEMENT FOR HOPPER, “SS”,1-79-090-420/04	TEP:518:G:REV:04	QP:E:837:G REV 00	No	16320	Financial year 2016-17 Exact delivery schedule will be Intimated later
02	961504350000	HEATING ELEMENT FOR SHAFT, “SS”,1-79-090-419/02			No	1096	
03	961504350000	HEATING ELEMENT FOR CYLINDRICAL INSULATOR, “SS”,1-79-090-421/04			No	17416	

Table -A

Destination -BHEL RANIPET, District: VELLORE, TAMILNADU - 632 406

This Rate contract tender – price bid will be opened thro’ conventional e-mode /Reverse Auction opening method only

New supplier/vendor shall submit SRF trough online as per following procedure

Online SRF Submission Procedure

We are pleased to inform you to register your firm thro' the following link.

Following are the formalities to be completed by your company for registration purpose.

Recently, we have switched over to online Supplier Registration Form as per our corporate guidelines. Supplier Registration Form is to be fed in our BHEL website portal and download the Supplier Registration Form from online portal and the same is to be sent to us for processing your registration activity.

We request to visit our Web Site : www.bhel.com and click under heading "Supplier Registration" and fill up the **"Supplier Registration Form"** which is available in the Online Supplier Registration Portal.

Or else, copy the following URL Link and paste in the web link address: [http:// www.bhel.com/vender_registration/vender.php](http://www.bhel.com/vender_registration/vender.php) and proceed with.

Or else, type directly as <http://203.129.195.108> and then before proceeding for user id & password - please search thoroughly your required material / product under the "search material" - click it and go for BHEL Plant name ie., BAP Ranipet in this case



and then type under description any four letters or so for which *product / item* you are looking for and note down the *corresponding product code number suitably.*

*After completing the material search thoroughly then proceed for User Id & Password for filling up the details of registration requirements. Note: If you are an already registered supplier with any of our BHEL Unit - pls select "**existing permanent supplier**" or else select "**New Registration**" and then proceed accordingly.*

Please note that for foreign suppliers there is a separate format to be filled in, which may be taken care suitably.

After successful submission (uploading) of all the relevant documents thro' online portal, a hard copy of the same with all the annexures (as called for) may please be taken a print out and make a document folder and send the same to undersigned after affixing authorized signature with company seal in all pages.

Looking for a long successful & sustaining business association with BHEL.

BHEL's Commercial terms & conditions and annexures can be downloaded from BHEL website www.bhel.com or [www.rate contract tenders.gov.in](http://www.rate_contract_tenders.gov.in) or <http://eprocure.gov.in/cppp/>, <https://bheleps.buyjunction.in>, of M/s mJunction Services Limited who are our solution provider.

- 1) All corrigenda or any addendum to this enquiry shall be published in www.bhel.com and <https://bheleps.buyjunction.in>, of M/s mJunction Services Limited who are our solution provider only.
- 2) Vendor shall submit identical design type test report with validity of five year from the date of enquiry. The type test should have been conducted at reputed Govt laboratory. In case identical design type test report is not available, vendor to conduct all the type-test as per IS 2026 with witness of BHEL/Customer at their own cost.

Qualifying criteria for the new vendors -Pre-qualification creteria

- (1) The supply shall be as per our Technical Specn: TEP:518:G:REV 04, drawing and quality requirement as per Table-A deviation if any, the "deviation summary " shall be submitted for our technical evaluation.
- (2) BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected.
- (3) The supplier shall fill all the details as called in the Supplier's Registration Form trough online as stated above.



**ANNEXURE – B to RATE CONTRACT
TENDER
STANDARD TERMS & CONDITIONS
(FOR GUIDANCE TO THE SUPPLIERS)**

A] Submission of Offer

a) Invitation for bid

Rate contract tenders are invited through electronic mode from eligible suppliers.

The offers shall be posted into the system before the date and time specified in the rate contract tender.

The offer shall be sent on single part / two part / three part basis as specified in the main rate contract tender document.

Bids shall be submitted through e-Procurement portal, <https://bheleps.buyjunction.in>, of M/s mJunction Services Limited who are our solution provider.

b) Hardware and Software requirements for participating in e-rate contract tender

Requirement for participating in e-Procurement is as under:

i) A Computer with internet connectivity (Internet Explorer Version 7 and above).

ii) Digital Signature Certificate (Class 3- SHA2-2048 BIT- with both Signing and Encryption component separately).

iii) JAVA (Version 1.8 Update 45).

c) Instructions for Registered Suppliers

For all types of rate contract tenders (Single / Limited / Open) an automated email alert regarding issue of the Rate contract tender will be sent by the e-procurement portal to all Suppliers registered with BHEL, Ranipet for the item/s for which the rate contract tender is issued.

In case of open rate contract tenders, Registered suppliers with registered DSC will have to login with their user id/password & DSC and search for the Open Rate contract tender. On clicking the "Interest" button, they will get attached to that particular Open Rate contract tender.

Registered suppliers without DSC will have to first register themselves in <https://bheleps.buyjunction.in> as new supplier by clicking the "New Supplier" button.

To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website www.bhel.com → Rate contract tender Notifications → Sample Checklist.

d) Instructions for new suppliers wishing to bid against open rate contract tenders

New, unregistered suppliers wanting to bid against open rate contract tender/s will have to first register themselves in <https://bheleps.buyjunction.in> as new supplier by clicking the "New Supplier" button.

After entering the Income Tax Permanent Account Number (PAN) details and pressing "Enter", they have to click the "Interested" button against the respective BHEL Unit for which they want to participate in the Open Rate contract tender and also fill up other relevant Company information as a one-time activity.

Then, a box for filling in a "preferred login id" will appear at the top of the page. After giving the "preferred login id" and then clicking the "Next" button, Supplier would have to map their DSC (which will be activated by M/s



mJunction Services Limited), if available. Or else, by pressing “skip” button and selecting relevant procurement category from the list available in the next page and “agreeing” to the BHEL’s terms & conditions, user id and

password will be generated/activated once in 2 hours and mailed to their registered email id. Using this user id and password, Supplier has to login and map the Digital Signature Certificate they have purchased to their code. The DSC will then be activated by M/s mJunction Services Limited.

As required by the rate contract tender, the necessary documents have to be filled-in online, in the provided template. Additional documents required are to be scanned and uploaded as .pdf file. Suppliers are advised to take note that the maximum space that is provided for uploading the documents that are to be attached is 300 MB. However the size of an individual document cannot exceed 10 MB. For any clarification on submission of offer on line, attention of the Supplier/s is invited to our document “Supplier Manual” hosted in the home-page of the e-procurement portal. During normal business hours, helpline maintained by the service provider mJunction is available for clarifying any doubts of supplier/s. The helpline numbers are 09840704941 or 09500199108.

Typical documents that would be required as part of rate contract tender submission would be

- a) Complete technical Offer with details, catalogues, as applicable.
- b) Un-priced bid (i.e. Bid without the Price) as per given format, if any.
- c) Filled-in BHEL’s Standard Terms & Conditions as per Annexure enclosed with the Rate contract tender Document,
- d) Deviation summary submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and
- f) Supporting documents to substantiate equivalent material specifications / sections, where quoted for.
- g) Where asked for, Client list with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any) to whom the same / similar items are supplied in the past two years. The date of supply may also be indicated, against each client.
- h) Bidders who are not already registered with BHEL Ranipet are requested to submit the Supplier Registration Form (SRF) online and a hard-copy of the same has to be sent addressed to the rate contract tender issuing authority for evaluating and registering as an approved vendor. The Supplier Development Cell (SDC) of BHEL, Ranipet would process the SRF for evaluation / registering the Supplier.

Suppliers can also upload their credentials by way of submission of Performance certificate/s issued by their customer/s detailing the quantity supplied and specification along with the un-priced PO copies and proof of supply along with the offer.

Technical acceptance of offer by BHEL shall be based on the evaluation of offer and the submitted documents.

Note

- (i) The materials offered, shall conform to the specification and scope attached in the rate contract tender.
- (ii) In case the offered materials are not conforming to the Enquiry material Specification, such offers would not be considered for evaluation and would be rejected.

Where equivalent specifications are offered, considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient



documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.

(iii) All taxes and duties payable as extra to the quoted price should be specifically stated in offers (as appearing in the online template).

Offer/s from within India shall be submitted along with CST & TIN No. / Tariff No. etc, failing which the purchaser will not be liable for payment of such taxes and duties. Our TIN No. 33024364741, CST No. 1141686/01.07.2014, BHEL ECC No. AAACB4146PXM008.

(iv) The un-priced bid shall be used to indicate relevant commercial terms such as scope of freight and insurance, applicability of duties and taxes etc. All Commercial terms are to be indicated clearly in the offer.

(v) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.

(vi) Money values other than for those items appearing in the un-priced bid template shall not be indicated anywhere in the un-priced bid.

(vii) Time required for inspection (at Supplier's works), should be clearly given in terms of numbers of working days.

(viii) Offers sent by FAX / E-mail: would not be entertained.

Price Bid in conformance with the specification and terms as given in the Un-Priced bid document.

Caution:

The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.

Foreign / Overseas suppliers are hereby informed that offers with differential currencies are not permitted for a given rate contract tender document.

Note

(i) The price break-up should be in line with technical specification / scope of the rate contract tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).

(ii) Unless otherwise specified as a part of the rate contract tender condition, No Price Variation Clause will be entertained and No advance payment will be made by BHEL.

(iii) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not

be considered.

(iv) In their own interest, all Rate contract tenderers are advised to double check their prices, applicable duties and taxes.

(v) The quotation should be valid at least for a period of 90 days from the rate contract tender opening date.



(vi) Indian bidders should submit the prices in Indian Rupees only.

(vii) Foreign bidders may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided.

(viii) Indian Suppliers shall quote on FOR Destination basis only. Destination is BHEL, Ranipet Tamilnadu ndia. Foreign Suppliers shall quote on CFR Chennai Seaport Delivery and Insurance will be in BHEL's scope. No other delivery terms shall be acceptable. Shipment shall be arranged by the Seller on Liner in / Liner out basis. As per Government of India guidelines, BHEL Ranipet being a Government of India Undertaking the Bill of Lading shall be made with the Shipper as "Government of India". This shall be specifically confirmed by the Bidder.

(ix) Where the cargo is containerized, Container washing charges, stuffing charges and / or any other such charges would be to the account of the supplier, where the containers are to be stuffed at the works of the supplier.

B] Opening of Offers

a) Rate contract tenders can be submitted up to 1400 Hours on rate contract tender opening due date. Part I will be opened on the same day at 1430 Hours. Results of the rate contract tender opening will be available for viewing for up to 7 days from the date of opening.

b) Price Bid opening will be done through e-mode / Reverse Auction method (English method) which will be decided after techno-commercial bid evaluation is completed. All rate contract tenderers would have to specifically give their acceptance for this in their bid/s.

Note

(i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.

(ii) At its option, BHEL may consider extending the due date/s for the rate contract tender openings. Sufficient notice would be given by BHEL for such extensions.

(iii) Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.

(iv) BHEL reserves the right to increase or decrease the rate contract tendered quantity and to order on more than one vendor at the lowest acceptable price to BHEL. In ordering on more than one source, the ratio of quantity split will be as specified in the rate contract tender terms.

If not explicitly specified, BHEL reserves the right to split the quantity of the enquiry as follows: 70% quantity being ordered on the original lowest bidder (L1) and balance 30% on the next higher bidder/s excluding H1, who accepts the L1 price. However, the final decision to split the order rests with BHEL only.

In the event that the other than L1 suppliers do not accept the L1 price, then the balance will be reverted to the original L1 and the original L1 shall be bound to accept the balance of the enquiry quantity kept reserved for order splitting. This decision would be given by BHEL within 60 days of the price bid opening.

(v) Offers for part quantities on item level basis are not acceptable to BHEL. While rate contract tenderers can quote for some or all the rate contract tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item. Suppliers are to note that the evaluation unless otherwise specified will be on item level and not for the rate contract tendered items as a whole..



C] Evaluation of Offers

- a) The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.
- b) Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.
- d) In the event of any change in scope / quantity arising out of the discussions, offerers would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.
- e) For evaluating the overseas offers, CFR Chennai Sea Port price quoted will be taken into account. The cost to BHEL will be arrived at by loading the applicable customs duty project wise, insurance charges, inland transportation charges to BHEL stores and LC charges etc.,
- f) For suppliers within Tamil Nadu state, as per prevailing VAT Act, VAT input credit is currently 5%.
- g) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.
- h) BHEL reserves the right to reject an offer due to unsatisfactory past performance during rate contract tender finalisation / execution of a contract at any of BHEL projects / units or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during rate contract tender finalisation.
- i) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, which shall be given as per the guidelines of Government of India given from time to time and / or relax the Terms and Conditions of the rate contract tender.
- j) For the purpose of comparing prices, rate contract tender prices shall be converted to Indian rupees and the conversion shall be made by using the TT Selling rate of State Bank of India (SBI) prevailing on the date of opening of Techno-Commercial / Unpriced bids. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken. This exchange rate will be followed till placement of order. Rate contract tenderers may please note that even if an impact price is taken as in (d) for purpose of price evaluation and arriving at the rank; the exchange rate will be taken as explained above.
- k) Unless otherwise specified, evaluation will be on individual line item basis only and ordering will be on respective L1 vendors.
- l) BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order and If so required by BHEL, Supplier may have to share their costing sheet with BHEL.

D] Execution of the Order

- a) BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s but this does not absolve the Supplier from giving the



specifications as agreed upon.

b) In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. BHEL requires clear 10 days notice to arrange for inspection. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.

c) Deviations, if any pointed out by the visiting Inspection team of BHEL shall be corrected and the items as per specification shall be dispatched on or before the contract delivery date.

d) The contract delivery date is the date of receipt at SRV date at BHEL Ranipet Tamilnadu , India. for suppliers in India and the date of dispatch clearance given by BHEL for overseas suppliers.

e) Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only.

The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports /yards and as per BHEL TDC.

f) Foreign suppliers shall dispatch on C&F agreed Sea-Port basis, according to the contract conditions. Indian suppliers shall dispatch on free delivery (door-delivery) at BHEL Ranipet tamilnadu , India.would be to the account of BHEL only.

g) In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL Ranipet Tamilnadu, India. Including customs clearances at Indian Ports in the case of foreign suppliers.

h) Materials shall be dispatched only after getting the dispatch clearance of BHEL (Dispatch clearance would either be faxed / e-mailed as a scanned document / couriered.)



k) PAYMENT TERMS: Indigenous Suppliers: 100% payment will be made directly thru' EFT within 45 days for MSE and within 90 days for Non-MSE vendor after receipt and acceptance of material at our stores. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. **Loading of any deviation in the payment terms w.r.t rate contract tender terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.**

ii) Foreign Suppliers "100% thru" irrevocable & unconfirmed LC at sight. All bank charges in India to BHEL's account and all other charges outside India to Supplier's account. **BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of payment terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e. 90 days.**

m) Any incidence of tax like Income tax, Service Tax and with holding any other similar tax / duties /levies imposed by the Government of India, or the State Government, where the BHEL Unit is located, deductible at Source, during the tenure of the Order shall be deducted by BHEL and necessary certification of the deduction (Tax deduction at Source) would be given.

n) The Guarantee period shall start from the "Date of receipt and acceptance of the materials at **BHEL Ranipet Tamilnadu, India.**

E] Liquidated Damages Clause:

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of ½% per week or part thereof subject to a maximum of **10%**. The contract delivery date for purpose of L.D is the date of receipt at **BHEL Ranipet Tamilnadu, India**, for suppliers in India and the date of dispatch clearance given by BHEL for overseas suppliers. Supplier shall deduct the applicable LD from the first payment when raising the claim for the same. The applicable LD if any would be communicated by BHEL along with the dispatch clearance. The LD would apply on the undelivered portion only. In case of reasons attributable to BHEL for the delay in delivery (for e.g. delay in arranging the pre-inspection) then the delivery time would be reset to the extent of the time delay attributable to BHEL, with waiver of the LD. Delivery being the essence of

BHEL"s contract requirements, In the event that a **Supplier does not accept the LD condition above, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.**

F] Termination of Inquiry / Orders:

a) BHEL reserves the right to cancel any inquiry before opening of the rate contract tender, without assigning any reason.

b) BHEL reserves the right to cancel any rate contract tender and refloat a fresh rate contract tender, at any time after opening of the rate contract tender, in case it finds the response to its rate contract tender as not meeting its requirement. This shall be at the sole discretion of BHEL.

c) BHEL reserves the right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations and at the risk and cost of the Supplier. Any delay in getting the Export Licence cannot be quoted as an excuse for delayed delivery. BHEL reserves the right to cancel the order without any monetary or legal obligations, in case of delay in this regard.

d) BHEL reserves the right 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 despatch within the time



stipulated or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which BHEL may sustain by reason of such rick purchases in addition to penalty at the rate mentioned in "Penalty" clause.

G) Miscellaneous

i) Role of Agents:

BHEL prefers to deal directly with the OEMs only. BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's rate contract tenders. BHEL will not enter into any correspondence with an Indian Agent. The Indian Agent will not be extended the privilege given to the principals, such as that of attending the rate contract tender openings, attending technical discussions, commercial discussions or price negotiations and such like.

In case, in spite of the above, a foreign principal insists on engaging an Indian Agent, It is made clear by BHEL that:

- a) It is the sole responsibility of the foreign principal to ensure the Agent does not represent any other foreign principal in a given rate contract tender. An undertaking to this effect shall be given by the foreign principal that his / her Agent does not represent any other foreign principal in the rate contract tender. This document shall form a part of the techno-commercial offer.
- b) If at any stage of the rate contract tender, BHEL finds that an Indian Agent has represented more than one foreign principal, all such offers of and all the foreign principals would be disqualified summarily in the rate contract tender inquiry. BHEL will only give an intimation of notice of the disqualification. No correspondence would be entertained by BHEL, on their decision. Such decision of BHEL shall be irrevocable, firm and final and shall be binding on the rate contract tenderer.
- c) BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the rate contract tender proceedings, would be disqualified from the rate contract tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM.

Hence in their own interests, prospective rate contract tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL. In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any OEM proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent.

In the event of the foreign principal engaging an Indian Agent:

a) The Supplier shall furnish an authenticated copy of the Agency Agreement with his agent detailing the precise relationship between them and their mutual interest in the business along with techno-commercial bid.

b) The Supplier shall furnish original authorization letter for the Indian Agent. The letter shall contain name, contact person, complete postal address including phone, fax and e-mail ID. It shall also spell out the type of services to be rendered by Indian Agent.

c) Indian Agent & Agency commission: An Indian Agent can represent only one Foreign Manufacturer against a particular Rate contract tender. The FOB price quoted by the foreign bidder shall include the agency commission. However, the agency commission component payable to their Indian Agents shall be shown separately in the Offer, either as a lump-sum or as a percentage of the quoted price. This will be paid by BHEL in Indian Rupees, on satisfactory receipt & acceptance of the materials. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of Purchase Order will be taken and

d) For all discussions, technical clarification and negotiations etc. only the principal would be authorized for interaction with BHEL. The Agent shall not be a party to the discussions / negotiations and would not be normally allowed to participate.

ii) Terms & Conditions of Letter of Credit (L/C) for overseas suppliers (indicated for acceptance).



- a) Unconfirmed irrevocable Letter of Credit at Sight only will be opened by BHEL. Confirmation of L/C is not preferred by BHEL. Also L.C will be opened in Lots in line with the staggered delivery.
- b) All Bank charges out side India are to the Supplier's account and within India to BHEL's account.
- c) In case of L/C extension caused by delays attributable to the Supplier, the L/C extension / commitment charges are to be borne by the Supplier.

iii) Other terms & conditions for letter of credit: - Documents for negotiation

- a) Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the import Licence No and certifying goods evidencing shipment of the merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. (The Indian agent's commission, if any, is payable in India in Indian rupees only.)
- b) Certificate of Country of Origin, from the country of manufacture, issued by the Chamber of Commerce.
- c) One set of Original and two sets of Non-negotiable copies of 'signed', „unmarked“, 'clean on board' Ocean Bill of Lading, showing Shipper as “Government of India” Account M/s. Bharat Heavy Electrical Ltd, Unit: BHEL, Ranipet as consignee (The opening bank should not be notified as consignee), marked freight payable / prepaid at destination.
- d) Packing list in 4 copies in English, indicating Size wise Number of bundles / pieces shipped and weight.
- e) Certified copy of the fax / e-mail sent by the beneficiary to the applicant giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order Number & date; (b) Bill of Lading Number & date (c) Name of vessel; (d) Port of Loading; (e) Number of bundles / pieces and weight; (f) Invoice Number, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 2 working days of shipment.
- f) Beneficiary's certificate showing the relevant airmail / courier reference no. and date that the following clauses have been complied with:
- 1] Beneficiary to forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 working days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, No. 165, Thambu Chetty Street, Chennai – 600 001. India. (Phone: +91-44-25341249, 25341240 / Fax - +91-44-25340787; e-mail: raja@rodchn.bhel.co.in)
 - 2] Beneficiary to courier at his cost 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.
 - 3] Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.
 - 4] Declaration to the effect that all other documents as per purchase order has been couriered to the Purchase order releasing authority
 - 5] The carrying steamer should be seaworthy, less than 25 years of age and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time and
 - 6] Copy of Dispatch Clearance / Instruction issued by BHEL.

iv) Documents to be sent directly to the Purchaser prior to shipment



a) Manufacturer's Original Internal Inspection / Test certificate in triplicate.

Manufacturer's Original Guarantee certificate as per Purchase Order. The material shall be guaranteed for a period of 12 months from the date of supply at **BHEL Ranipet Tamilnadu, India** or 18 months from the date of supply whichever is earlier. The acceptance would be evidenced by the SRV copy which will be raised by BHEL.

b) Inspection / Test Certificate issued by BHEL / Inspection agency specified in the Purchase Order. In the event that Inspection prior to dispatch is not carried out by the Engineers of BHEL, the Inspection certificate of the third party so authorized by BHEL and

c) Any other documentation as specified in the Purchase Order.

v) Conditions for transportation:

a) All shipping documents shall show the Purchase Order Number & Date, Import Licence Number & Date, and Letter of Credit Number & Date.

b) Transshipment is to be avoided.

c) Loading on deck is not permitted. The transport document must not contain a provision that goods may be carried on deck.

d) A transport document which is produced or appearing to have been produced by reprographic, automated or computerized systems or as carbon copy will be accepted as an original document provided that it is marked as original and is ink-signed.

e) The transport document must contain all the conditions of carriage on the original document.

f) The transport document must not indicate the place of destination as being different from the port of discharge.

g) The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.

h) The transport document must be issued by the carrier or his agent and not by any freight forwarder.

i) Transport documents bearing reference by stamp or otherwise, to costs additional to the freight charges are not acceptable.

j) The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 15 days after the date of shipment and in any case not later than the expiry date of the Credit.

k) Material shall be dispatched through the agency nominated by BHEL.

Indian suppliers shall dispatch the materials on freight prepaid and on door-delivery basis (FOR Destination – Destination: **BHEL Ranipet Tamilnadu, India** and

l) In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharf age arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.

HJ Force Majeure



If at any time during the currency of this contract, the performance in whole or in part, by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events), then provided notice of happening of any such events is given by either party to other within ten days from the date of occurrence thereof, neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

I] Cancellation of Order:

In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation. In the event of the non-performance of the supply contract, by the Supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase). This remedy would be in addition to the invoking of the CEBG on grounds of failure of the Supplier in executing the Contract and any other legal remedies."

J] Contract Execution Bank Guarantee:

To demonstrate the fidelity of the successful bidder, in executing the Contract, on receipt of the Letter of Intent / Purchase Order, the Supplier shall arrange to provide a contract execution bank guarantee (CEBG) within 30 days from LOI/PO. The format of the CEBG is a part of this enquiry. The format may be downloaded and necessary stamping may be obtained from the Banker towards submission of the CEBG. The indigenous suppliers have to provide the CEBG from any one of the Nationalized Banks, listed in the annexure to these terms. Overseas suppliers can submit the CEBG from any of the reputed International / National Bankers. However the CEBG is to be confirmed by any of the Bankers listed by us. In the event of failure by the Supplier to execute the contract either fully or partially, BHEL would encash the entire CEBG. The CEBG shall be valid for the period covering the agreed delivery date of the order with a further claim period of 3 months on the last specified delivery date. In the event of the failure of delivery BHEL would proceed with encashing the CEBG without reference to the Supplier. In the event of BHEL granting extension of the delivery dates, then the CEBG validity shall also be got extended by the Supplier to the extent of the extended delivery times together with the claim period as specified elsewhere. **The CEBG shall be for a value of 2% of the Purchase order.**

Suppliers who are all already registered with BHEL and having a vendor performance rating of A or A1 grade would be exempted from submission of CEBG.

K] Others

a) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the rate contract tender, it shall be the responsibility of the rate contract tenderer to get it clarified from BHEL. The officer authorized to provide such clarifications is Sr.Manager / Purchase e-mail: gravi@bhelrpt.co.in



b) Alterations to the conditions of the Rate contract tender can be done only by the authorized officer, at any time before the date and time of rate contract tender opening. Such changes, if any, would be communicated in writing and / or hosted in the web-page.

c) **Applicability of Integrity Pact:-** Integrity Pact are applicable for all the BHEL enquiries whose estimated value is equal to or more than Rupees 5 Crores. Submission of duly-filled & signed BHEL standard format of Integrity Pact (without any deviation) by Suppliers along with the un-priced (Techno-Commercial) bid is pre-requisite condition for evaluation of the offer. Copy of Integrity Pact with applicable nominated IEM is attached along with the rate contract tender documents for ready reference of Suppliers. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the rate contract tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this rate contract tender and all future rate contract tenders of BHEL. Decision of the Purchaser would be final in this matter.

d) The laws governing this transaction shall be the laws in India.

e) Wherever not specified, Inco terms 2010 shall be used to interpret the Commercial terms and conditions and

f) In the event of an order, Supplier shall agree to settlement of disputes or differences, if any, by way of arbitration, in accordance with the "Rule of Arbitration" of the Indian Council of Arbitration.

The language in the rate contract tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Rate contract tenderer. If such changes are made by any rate contract tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such

Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future rate contract tenders of BHEL.



**ANNEXURE - C TO OPEN TENDER No: 4251506E / OT(Rate Contract) FOR Tubular Type Heating Element
CHECK LIST STANDARD COMMERCIAL TERMS & CONDITIONS**

S No.	BHEL Standard Terms	Supplier Confirmation	Deviation (if any)
01	Terms of Delivery:		
(a)	Indigenous Supplies : FOR - Destination means FOR - BHEL Stores, Ranipet [Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. Unloading at BHEL Stores would be to the account of BHEL only].		
(b)	Foreign Supplies : CFR Chennai Sea Port Basis only and Insurance in BHEL's scope.		
02	Delivery Period: To mention clearly the exact delivery period as it attracts contractual penalty on delays.To be indicated in days/weeks/months from date of receipt of Purchase Order (P.O)		
03	Liquidated Damages (LD) : The applicable LD shall be at the rate of 0.5% per week to maximum of 10% for the undelivered portion and for the deliveries made beyond the agreed Delivery Period. Delivery being the essence of BHEL's contract requirements, in the event that a Supplier does not accept the above LD condition, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.		
4 (a)	Terms of payment for Indigenous Suppliers: 100% payment will be made directly thru' EFT within 90 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet for NON-MSME vendors and with in 45 days for MSME vendore. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.		
4 (b)	Terms of Payment for Foreign Suppliers: "100% thru' irrevocable & unconfirmed LC at sight within 3 weeks from the PO date through any one of our Bankers listed elsewhere in the tender conditions for 100% value (less Agency Commission, if any) valid upto the PO delivery period and 15 days thereafter for negotiation. All bank charges in India to BHEL's account and all other charges outside India to Supplier's account. BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of payment terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e. 90 days.		
05	Whenever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of price bid opening. This is payable on satisfactory completion of the contract. Agency agreement copy shall be submitted along with Annexure-C without fail. Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.		



**ANNEXURE - C TO OPEN TENDER No: 4251506E / OT(Rate Contract) FOR Tubular Type Heating Element
CHECK LIST STANDARD COMMERCIAL TERMS & CONDITIONS**

S No.	BHEL Standard Terms	Supplier Confirmation	Deviation (if any)
06	Guarantee Period: Guarantee regarding manufacturing defect should be for a period of 12 months from date of acceptance of the materials at BHEL Stores, or 18 months from the date of shipment whichever event occurs earlier.		
07	Contract Execution Bank Guarantee (CEBG): The Supplier shall submit a BG for 2% of the contract value valid for the agreed delivery period + 3 Months. Attached CEBG Format is to be signed and submitted along with Annexure-C as a token of acceptance. Please note no deviation is allowed.		
08	Validity: Supplier to mention clearly the validity date of the offer. Minimum 90 days from first tender opening date and 60 days from the date of the Reverse Auction/Price bid opening date;		
09	Cientele List: Supplier to submit detailed clientele list with their full address including detail of contact person with phone no., fax no. & e-mail ID as per clause Aji) of Annexure - B (STANDARD TERMS & CONDITIONS).		
10	Reverse Auction (R/A) / Bidding through Internet: Supplier confirmation required.		
11	Taxes & Duties:		
(i)	Excise duty in % (for Indigenous supplier): To be indicated by supplier. ED invoice is required for availing Cenvat. benefit		
(ii)	Sales tax in % (for Indigenous supplier): VAT / CST to be indicated by the supplier. In case of TNVAT, VAT input credit will be restricted to 2% only.		
12	Test Certificate: To be submitted. With Chemical and Mechanical properties and dimensions as per Standards and our Technical Delivery Conditions		
13	Risk Purchase Clause (as per clause-I of Annexure-B) (Supplier Confirmation Required)		
14	Firm price till completion of order		
15	Inspection before despatch at supplier's works by BHEL/TPI agency		
16	MSE /NON MSE STATUS WITH PROOF		
17	For Foreign Offers:		
(i)	Manufacturers' Name and address:		
(ii)	Country of Origin:		
(iii)	Mills Letter of Authority		
(iv)	Agency Agreement		
(v)	Approximate weight and cubage of the consignment.		
Signature & Office Seal of Vendor			

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG MUST BE AFTER 3 MONTHS FROM THE DATE OF COMPLETION OF SUPPLIES)

CONTRACT EXECUTION BANK GUARANTEE

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 Boiler Auxiliaries Plant located at Ranipet – 632 406, (hereinafter called 'the Company') having entered into a contract with M/s.....
..... 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.....Dt.....between BHEL, Ranipet and as per the Contract, the Contractor / Supplier is to furnish a Contract Execution Bank Guarantee for Rs.....in words.....
.....for the due performance of the contract and for the fulfillment of all the terms and conditions of the contract.

Sign and seal of issuing bank
Please affix Non Judicial Stamp
here, as per Stamp Act

Bank Guarantee No.....Date.....Banker Name.....
Bank Guarantee Value Rs.....

1. We.....
.....
.....(Bank's name, Branch, Place – address to be mentioned [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.....in words
.....
.....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.....
.....
.....(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.....in words.....

Sign and seal of issuing bank

Bank Guarantee No.....Date.....Banker Name.....
Bank Guarantee Value Rs.....

3. We undertake to pay conditionally 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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We.....(name of Bank), 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 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 claims satisfied or discharged or till Purchase Department 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.

5. (i) Unless a demand or claim under this guarantee is made on us in writing on or before(date) (After 3 months from the date of completion of supplies) 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 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.

Sign and seal of issuing bank

Bank Guarantee No.....Date.....Banker Name.....
Bank Guarantee Value Rs.....

6. We.....(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. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the Contractor, but shall in all respects and for all purpose be binding and operative until all payments of all moneys due or that may hereafter become due to the said company or settled irrespective of any liability or obligation of the Contractor under the said Contract.

9. 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 from the Contractor shall, at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

10. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Ranipet, Tamilnadu Jurisdiction.

11. The Bank declares that it has powers to issue this Guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full powers to do so on its behalf under the power granted to him by the proper authorities of the Bank.

12. We(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.....
(name of Bank) have hereunto setout Bank Seal the.....
day of.....month 20__.

Sign and seal of issuing bank.