

<b>BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI</b>	
<b>CAPITAL EQUIPMENT /MATERIALS MANAGEMENT</b>	
<b><u>COMPLIANCE FORM LIST FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY FOREIGN VENDORS</u></b>	
<p>(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this Compliance Form is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed, the offer is liable for rejection)</p>	
<p>(TENDER REQUIRING EMD and PBG)</p>	
<p><b>Description of the Equipment: Lathe (01 No.)</b></p>	
<p><b>BHEL Tender No. &amp; Date: 2631600004 dt.29.01.2016</b></p>	
<p><b>PART I of Tender: EMD/SWIFT message Copy + Technical Bid + Unpriced Bid + this Compliance Form</b></p>	
<p><b>PART II of Tender: Price Bid</b></p>	
<b>ENQUIRY TERMS &amp; CONDITIONS</b>	<b>Vendor's Confirmation</b>
<b>1.0 PRICE BID:</b>	
Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part I. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.	Accepted
The bidder has to quote charges for 'Supply' and 'Erection & Commissioning' separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL). For evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part - I in case of Two Part Bid) shall be considered.	
<b>2.0 CURRENCY OF PAYMENT:</b>	
Foreign vendors to indicate the currency like Euro (€) / US\$ / GBP / JY etc. in the confirmation column. In case the foreign vendor sources some components from India for direct supply to BHEL, the payment for those components shall only be in Indian Rupees	
<b>3.0 VALIDITY:</b>	
Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.	Accepted
<b>4.0 EARNEST MONEY DEPOSIT (EMD):</b>	
In Order to ensure that the successful bidder / vendor does not refuse to execute the Order, after award of the same on him, each bidder / vendor will be required to furnish Earnest Money Deposit (EMD) along with their tender. EMD by the Tenderer will be forfeited as per Tender Documents if, after opening the tender, the Tenderer on his own makes variation in his earlier quoted rates or revokes/change any other condition of his tender within the validity period.	Accepted
EMD is to be submitted in cash (as permissible under Income Tax Act), Pay Order or Demand Draft only. In case of foreign bidders EMD amount shall be submitted through their Indian agent or through e-payment (as per the details given below).	
Foreign Bidders can remit their EMD amount through SWIFT to BHEL Bank Account and the copy of the SWIFT CONFIRMATION MESSAGE shall be submitted in Part – I sealed envelope. BHEL Bank Details: BENEFICIARY: BHEL ACCOUNT NO: 10891588977 SWIFT: SBININBB190 BANK: STATE BANK OF INDIA BRANCH: HE / KAILASAPURAM PLACE: TRICHIRAPPALLI, INDIA	
<b>4.1 RETURNING OF EMD:</b>	
EMD given by all unsuccessful Tenderer shall be refunded on award of LOI/PO on successful Tenderer. The EMD of successful bidder shall be returned after Order Acknowledgement. EMD shall not carry any interest.	Accepted
<b>4.2 The EMD amount for this Tender will be ( INR ) :</b>	<b>40,000</b>
<b>5.0 RELEASE OF PURCHASE ORDER:</b>	

	Purchase Orders will be released separately for supply and service portion on the successful vendor.	Accepted
<b>6.0</b>	<b>PAYMENT TERMS:</b> For SUPPLY P.O. Where the payments are through L/C (LC opening charges will be loaded while comparing the offers), Payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Payment of E&C value shall be made against Final Minutes of Meeting for E&C issued by BHEL. Final Minutes of Meeting for E&C shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators etc as envisaged in PO. The L/C shall be opened as per following:  An <b>Irrevocable Unconfirmed L/C</b> will be opened for 80% of the payment towards supply, due for shipment, only if the following conditions are met with:  i. Not earlier than 60 days before the shipment date, ii. <u>Only after BHEL receiving the Pre-dispatch Inspection call / intimation of readiness of the ordered items from the supplier,</u>  The above L/C can be negotiated after shipment against submission of B/L or AWB and other documents as mentioned in the Purchase Order. The above L/C will be valid for a maximum period extending 21 days beyond the shipment date for negotiation of documents based on the transit time required.  <b>For BALANCE OF SUPPLY P.O. &amp; SERVICE P.O.</b> 15 days prior to the scheduled & confirmed arrival of the technicians of Supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO and <b>another LC for 100%</b> of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C .  This L/C can be negotiated after completion of E&C of the equipment in BHEL and A) Submission of Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and (b) Submission of Performance Bank Guarantee (PBG) by Supplier.	Accepted
<b>6.1</b>	<b>Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:</b>  If any Bidder requires a payment exceeding 80% of the PO value, such bidder have to submit Advance Bank Guarantee (ABG) in the prescribed Format for the amount over and above 80% but restricted to 90% of the PO value, along with the invoice / despatch documents. This ABG shall be valid up to the date of Final Minutes of Meeting for E&C for the equipment.  Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, the following loading pattern shall be followed: <b>Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 6%, for the amount &amp; period of relaxation sought by bidder.</b>	Accepted
<b>7.0</b>	<b>Value for Erection &amp; Commissioning at BHEL:</b>  Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, training to operators, supervising foundation work etc. (to be together called as E&C). <b>E&amp;C is in the scope of supplier</b> , and hence the <b>E&amp;C value should be quoted separately.</b>  E&C value should be quoted separately by Bidders. Only in case where quoted value is less than the minimum value indicated below or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated below and accordingly supply value will be adjusted from that quoted value and the balance will be released as E&C payment . <b>The bidder, however, can choose to quote the E&amp;C value higher than the below mentioned minimum E&amp;C value (%) and suitably apportion the supply value.</b>	Accepted
	<b>MINIMUM VALUE FOR ERECTION &amp; COMMISSIONING in %</b>	<b>2.00</b>
	<b>COST OF ERECTION &amp; COMMISSIONING PORTION QUOTED BY VENDOR (%) - ( Should be equal to or more than 2% )</b>	
	<b>In case of non-acceptance to split the cost of the equipment into supply portion and E&amp;C portion, then the Payment of 80% against supply will be reduced to -(%)</b>	<b>78.00</b>
	<b>In such cases, the balance amount (%) payable after commissioning</b>	<b>22.00</b>
<b>8.0</b>	<b>Taxes &amp; Duties:</b>	

	All Taxes, Duties etc. as required to be paid in the country of export shall be included in the price quoted by the foreign vendor. All duties (like customs duty etc.) payable in India will be paid by BHEL (however, the same would be loaded to the offer during the evaluation process). For the supplies made from India taxes & duties payable shall be clearly mentioned in the offer, failing which such taxes and duties shall have to be borne by the vendor.	Accepted
<b>9.0</b>	<b>Income Tax applicable.</b>	
	Any service charges payable towards supervision of E&C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. The TDS certificate will be issued after 3 months from the date of E&C payment.	Accepted
<b>9.1</b>	Details of valid Indian <b>PERMANENT ACCOUNT NUMBER (PAN)</b> of the company, if registered may be provided in the space given below: (in addition a copy of the PAN CARD shall be attached along with Part I Techno Commercial bid)	
<b>10.0</b>	<b>Delivery terms, delivery period required and evaluation process:</b>	
<b>10.1</b>	<b>Delivery terms: CFR Chennai / Mumbai Airport - Incoterms 2010</b>	Accepted
	<b>Basis of Delivery Terms :</b>	
	Price break-up details like FOB price, ocean freight/air freight etc., should be indicated in the offer. The transfer of title of the goods supplied by the vendor takes place in line with INCOTERMS 2010.	Accepted
<b>10.2</b>	Delivery period: The equipment enquired forms a part of an expansion program (Scheme) and the delivery period mentioned below has been derived keeping in view of the Scheme completion date. Vendor shall comply with this required period.	
	<b>Bidder should quote time period separately for 'Supply' and 'E&amp;C' of equipment.</b>	
	(a) Supply period :- For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (B/L or AWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of drawings etc., should not be linked to the delivery period.	Accepted
	<b>DELIVERY PERIOD (in months) REQUIRED BY BHEL (SUPPLY PORTION)</b>	<b>6 Months</b>
	<b>DELIVERY PERIOD (in months) OFFERED BY VENDOR (SUPPLY PORTION)</b>	
	(b) E&C period :- Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.	
	<b>E &amp; C PERIOD (in days) REQUIRED BY BHEL (E &amp; C PORTION)</b>	<b>8 days</b>
	<b>E &amp; C PERIOD (in days) OFFERED BY VENDOR (E &amp; C PORTION)</b>	
	However, while evaluating the offers, those offers which are not conforming the requested delivery period and E&C period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation purpose 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted
	<b>BHEL reserves the right to accept an offer not meeting the NIT / Enquiry delivery. However based on the scheme requirement, the Technically Suitable offerers would be requested to reduce their offered delivery schedule and in case if it is not meeting BHEL requirement or maximum limit considered by the Technical Committee, the offer may become liable for rejection.</b>	Accepted
<b>11.0</b>	<b>PERFORMANCE BANK GUARANTEE (PBG):</b>	
	The vendor shall submit a Performance Bank Guarantee (PBG) for 10% of the Purchase Order value in the format enclosed covering the agreed Guarantee period (with additional 2 months as claim period).	Accepted
	<b>PBG shall be issued exactly as per the BHEL Format attached with this Tender (without any deviation) by any one of the Consortium Banks of BHEL (List Enclosed) or from a reputed Bank and confirmed by any Consortium Bank of BHEL.</b>	
	All bank charges incurred in India and outside India on account of issuance of PBG will have to be borne by the foreign vendor.	
	1) It should be typed in the <b>INR 100 value of stamp paper.</b>	Accepted
	(2) It should be <b>signed by TWO bank officials</b> with Rubber stamp containing names & employee numbers of bank officials.	
	(3) It should be submitted with bank covering letter with sign and seal of the bank official.	

	Offers from vendors not accepting to submit PBG <b>are liable for rejection.</b>	
<b>12.0 LIQUIDATED DAMAGES (LD):</b>		
	a) LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. The rate of LD 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 LD 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).	Accepted
	<b>Maximum LD for delay in Supply and E&amp;C together shall be limited to 15% of total PO value (Supply + E&amp;C).</b>	
	In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value (Supply + E&C) for each individual machine.	
	b) For the purpose of LD 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. c) Loading on account of non-acceptance of LD for delayed Supply and/or E&C shall be as under: In case any bidder is not accepting the above LD for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.	
	d) 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 levying LD, the date of shipment (BL /AWB date) will be considered.	
	<b>Loading Factor for non-acceptance of LD clause for delayed Supply and/or E&amp;C: In case any bidder is not accepting the above LD clause for delayed Supply and/or E&amp;C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder .</b>	
<b>13.0 SHORT SUPPLY / WARRANTY REPLACEMENT:</b>		
	In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on DDP - Incoterms 2010 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. Warranty Replacements during Guarantee period at supplier's cost on DDP - Incoterms 2010 basis .	Accepted
<b>14.0 RISK PURCHASE:</b>		
	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 supplier 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. <b>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</b>	Accepted
<b>15.0 GUARANTEE:</b>		
	Vendors shall provide a guarantee for 12 months from the date of commissioning of the X-Ray system and accessories (consisting of the items mentioned in the scope of supply) at BHEL works. The date of B/L or AWB shall be taken as the date of supply. <b>Offers from vendors not accepting to the requested guarantee period are liable for rejection.</b>	Accepted
<b>16.0 REVERSE AUCTION (RA):</b>		
	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have necessarily submit 'online sealed bid' in the Reverse Auction. Non- submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. <b>BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.</b>	Accepted
<b>17.0 AGENCY COMMISSION</b>		

Vendors to specify the percentage agency commission payable to their Indian Agent in the vendor confirmation space given below. If agency commission is not applicable, vendor shall state that clearly in the space given below.		
<b>AGENCY COMMISSION : APPLICABLE ( ___ %) / NOT APPLICABLE</b>		
Particulars of Indian Agent (a copy of Agency agreement shall be enclosed. The CFR prices quoted shall include the agency commission) :		
<b>18.0 CONTACTS:</b>		
Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned		
Name:		
Designation:		
Email ID:		
Phone No.:		
Mobile No.		
Fax No.:		
Address:		
<b>Country of origin:</b>		
<b>Port of loading:</b>		
<b>Free Period for Container shipments:</b>		
Vendors should indicate the mode of shipment Viz. break-bulk basis or container basis. Vendors should ensure that shipping lines carrying their cargo will allow a minimum free period of 14 days from the date of berthing of the vessel for clearing the consignment at the discharge port in case shipments are made using containers.		Accepted
<b>Weight &amp; Cubage of package:</b>		
Approximate Net weight of the total consignment:		
Approximate Gross weight of the total consignment:		
Approximate volume of the total consignment:		
The vendor to provide Business Information Report (BIR) incorporating the rating of the company by international credit rating agencies, viz., DUNS number of M/s DUN & Bradstreet (D&B) etc.for past consecutive four years from the date of tender opening.		
<b>We have gone through and understood the 'General guidelines &amp; instructions to bidders for submitting offer' enclosed as a part of the NIT / Enquiry and confirm that our offer has been made in line with the same and the confirmations given in the above compliance form supercede any other standard information provided in our quotation.</b>		
<b>Signature with date:</b> _____ <b>(AFFIX OFFICIAL SEAL HERE)</b>		
<b>Name:</b> _____		
<b>(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)</b>		