

Preliminary Registration For Down Loading The Tender Documents
[To Be Filled-in and E-mailed to Purchase officer who has tendered In-advance]

To:
DGM, Purchase (Pur-CG)
B.H.E.L., R.C. Puram,
Hyderabad - 502 032.

Dear Sir,
We wish to participate in the tender for (Item Name) against Enquiry No. M2/ XX / .

Address of Principal / Manufacturer:

Phone: _____

Fax: _____

E-mail: _____

Contact Person: _____

Address of Indian Agent (if any):

Phone: _____

Fax: _____

E-mail: _____

Contact Person: _____

Tender Document Payment Detail:

D.D. No.: _____ Date: _____ Bank Name: _____

NOTE:

In case of down loading of the tender documents the same must be intimated with in due date of submission by forwarding complete filled up format as mentioned above.

BHEL reserves the right to extend the due date of tender opening for want of adequate response and also at the request of the vendor who procured the tender with in the last date for sale of tender documents / down loading. In case of extension and corrigendum the same will be uploaded onto the BHEL Website. No separate intimation / publication will be issued. Supplier need to forward this document after duly authentication.

Signature of Vendor / Supplier

**INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER****CORRIGENDEUM FOR INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER**

	STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT		STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT
	READ FOR		READ AS
A	QUOTATIONS:	SL NO	
2	<p>Cover - I : DEMAND DRAFT [D.D.]: D.D. in favour of M/s. Bharat Heavy Electricals Ltd., Ramachandrapuram, Hyderabad - 502 032 for value of tender document, if called for, along with a covering letter. These are to be submitted in a sealed cover. This D.D. is non-refundable.</p>	NO CHANGE	<p>Cover - I TENDER COST AND E.M.D.: Tender Cost & EMD, as specified in the tender schedule and if called for are to be deposited in the form of Cash*(as permissible under Income Tax Act)/Demand Draft/Pay Order only, in favour of M/s. Bharat Heavy Electricals Ltd., Ramachandrapuram, Hyderabad - 502 032 for value of tender document & EMD along with a covering letter. These are to be submitted in a sealed cover. D.D. towards Tender Cost is non-refundable. In case of foreign bidders e-payment for EMD/tender cost is acceptable. For e-payment, the details of bank Account of BHEL, Ramachandrapuram are provided below at the foot note. ** i)EMD by the tenderer will be forfeited as per the tender document s(schedule), if the successful bidder/vendor refuses to honor the order after award of the same on him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms& conditions within the validity period or fails to submit CEBG even within 60 days from the date of PO. ii)EMD given by all unsuccessful tenderers shall be refunded on acceptance of award/LOI/PO by successful tenderer. EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee.(CEBG). iii)EMD shall not carry any interest. *Cash shall be submitted by prospective vendor only at BHEL-RC Puram cash office and receipt shall be kept in the envelop.</p>
		ADDED	<p>**Beneficiary Name:Bharat Heavy Electricals Ltd. Beneficiary Address:Ramachandrapuram,Hyderabad, 502032, Beneficiary Ph. No:(+91 40)23182235, Name Of the Bank:State Bank of Hyderabad, Branch Address::Ramachandrapuram,Hyderabad, 502032, Branch Code:075, A/C No:00000062048154115, A/C Type:Current Account, IFSC No(For NEFT & RTGS):SBHY0020075,MIRC:500004072, Bank's Telephone No:(+91 40)23022210, Bank's Fax No:(+91 40)23022210</p>

B	GUIDELINES:	NO CHANGE	NO CHANGE
1	The sealed tenders superscribing Tender Number, Due Date & Name of the Supplier should be addressed to DGM / Purchase (CG), Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032 . The sealed tender should contain three separate sealed covers. The first cover containing DD superscribing TENDER FEE along with Tender Number, Tender Due Date & Name of the Supplier. The second cover containing the technical part, including all commercial terms (except price) and un-priced bid, superscribed as TECHNICAL-CUM-COMMERCIAL and UN-PRICED BID along with Tender Number, Tender Due Date and Name of the Supplier. The third cover containing only the prices super-scribed as PRICE BID along with Tender Number and Name of the Supplier. These three covers should be sealed individually and all three covers should be kept in another sealed cover superscribed with Tender Number, Due Date and Name of the Supplier.	NO CHANGE	The sealed tenders superscribing Tender Number, Due Date & Name of the Supplier should be addressed to DGM / Purchase (CG), Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032 . The sealed tender should contain three separate sealed covers. The first cover containing DD superscribing TENDER FEE & EMD along with Tender Number, Tender Due Date & Name of the Supplier. The second cover containing the technical part, including all commercial terms (except price) and un-priced bid, superscribed as TECHNICAL-CUM-COMMERCIAL and UN-PRICED BID along with Tender Number, Tender Due Date and Name of the Supplier. The third cover containing only the prices super-scribed as PRICE BID along with Tender Number and Name of the Supplier. These three covers should be sealed individually and all three covers should be kept in another sealed cover superscribed with Tender Number, Due Date and Name of the Supplier.
2	The Covers-I & II, consisting of cost of tender documents as well as techno-commercial bid, will be opened first. Non-receipt of D.D. for the tender documentation will lead to rejection of offer.	NO CHANGE	The Covers-I & II, consisting of cost of tender documents as well as techno-commercial bid, will be opened first. Non-receipt of D.D. for the tender cost and EMD are liable for rejection of offer.
4	If a Supplier submits only one cover containing either techno-commercial bid or price bid or one combined bid i.e. techno-commercial bid & price bid together, the offer is liable be rejected. Non-receipt of D.D., for tender document likely to lead for rejection of the offer. The Cover-I will be opened first.	NO CHANGE	If a Supplier submits only one cover containing either techno-commercial bid or price bid or one combined bid i.e. techno-commercial bid & price bid together, the offer is liable be rejected. Non-receipt of D.D., for tender cost & EMD is likely to lead for rejection of the offer. The Cover-I will be opened first.
21	BHEL reserves its right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units.	NO CHANGE	BHEL reserves its right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units. BHEL will do the performance evaluation as mentioned at Clause:13 in the Standard Format.

		N:ADDED	<p>PERFORMANCE EVALUATION: The performance of the vendors and meeting commitments is of utmost importance. In order to keep this in focus during evaluation/finalization of tenders, bidders shall furnish specific details of company performance in the enclosed Annexure-VIII:A:Capacity Details, Annexure-IX:B:Performance of supplies to BHEL.</p> <p>a) Capacity details in part (a) are about the Manufacturing Capacity (Major Machine: Category wise and Number wise), Number of machines supplied during last 5 years, Outstanding Order Book Position, Liquidation Plan of all machines including BHEL machines under consideration for ordering.</p> <p>b) The performance details of supplies to BHEL are sought in part (B) for the P.O.s placed by BHEL which can be verified; hence submission of these information by vendors is mandatory. BHEL will reserve the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and /or false information is given by the bidder.</p> <p>i) If delivery index of any bidder is ≥ 0.20 then his offer shall be liable for rejection.</p> <p>ii) The actual/likely supply and E&C period vis-a-vis scheduled supply and E&C period shall be considered for all the machines against the POs placed by BHEL during last 5 years. (limited to 5 latest executed P.O.s) and all P.O.s overdue for supply and or E&C</p> <p>iii) For purpose of calculation of delivery index in case of over due P.O.s, the delay period for supply and or E&C will be reckoned from the date of bid opening, (i.e techno-commercial bid opening date for 2-part bid) of the tender under evaluation.</p> <p>Early supply and or E&C vis-a-vis scheduled dates will not be entitled for any consideration for calculation of delivery index.</p>
			<p>Delay in E&C will be applicable only in such cases where E&C period has been mentioned in the P.O. In case a P.O. includes more than one machine, then all the machines of the P.O. shall be considered for calculation of delivery index.</p>
			<p>Illustration for calculation of Delivery Index is given below</p> <p>Delivery Index = $\sum_{i=1}^n \left\{ \frac{(\Delta X_i + \Delta Y_i)}{(X_i + Y_i)} \right\} / n$</p>
			<p>Where $i=1, \dots, n$ (n=no. of machines), X_i=Scheduled Delivery (no of days), ΔX_i=Supply Delay (no of days), Y_i=Scheduled E&C (no of days) ΔY_i=E&C Delay (no of days)</p>



STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT
[FORMAT TO BE FILLED-UP BY THE SUPPLIER]

VENDORS HAVE TO OFFER THEIR TERMS IN THE ALLOTTED COLUMN AND SHALL IDENTIFY DEVIATIONS DISTINCTLY.

READ FOR

READ AS

S/N	BHEL Standard Terms	SL. NO	CORRIGENDEUM to BHEL Standard Terms
01	Terms of Delivery:	01	Terms of Delivery:
(b)	Foreign Supplies : Foreign supplies have to be made on Incoterm CIF basis (i.e. Inclusive of Sea/Air worthy packing and inclusive of all freight upto Mumbai and Insurance upto BHEL Hyderabad stores). Foreign supplies will be loaded with 2% towards inland freight from Mumbai to BHEL Hyderabad stores for tender evaluation purpose. Trans-shipment strictly not permitted, please refer instructions point no:K-2 in this regard. Vendor to submit "COMPLETION CERTIFICATE " as per ANNEXURE VII along with other dispatch documents.	NO CHANGE	Foreign Supplies : Foreign supplies have to be made on Incoterm CIF basis (i.e. Inclusive of Sea/Air worthy packing and inclusive of all freight and Insurance upto Mumbai Sea Port . Foreign supplies will be loaded with 2.1% towards inland freight & insurance from Mumbai to BHEL Hyderabad stores for tender evaluation purpose. (Please cross refer EPCG price format, Sl. No:13) . Notes: i)Offer with terms of delivery other than CIF are liable for rejection. ii)Trans-shipment strictly not permitted, please refer instructions point no:K-2 in this regard. iii)Vendor to submit "COMPLETION CERTIFICATE " as per ANNEXURE VII along with other dispatch documents.
		(c) ADDED	In case,any shortage is noticed viz-viz PO requirement in the main equipment/spares,such shortage shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc.upto destination for such short supplies shall be borne by the supplier. Please also note that any short supply will attract imposition of penalty on the total P.O. value.(Supply+E&C).
02	Delivery Period:	02	Delivery Period:
	Vendor to specify firm delivery period, in months with effective from Letter of Intent / Purchase Order up to terms of delivery as indicated in the tender schedule.	NO CHANGE	The Bidder should quote their earliest schedule for Supply and E&C against the schedule indicated in the Tender schedule of the NIT. Bidder should quote time period separately for "Supply", "E&C" of equipment. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule. The 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 mile stones for various activities in co-relation with supply and E&C period quoted by them.

S/N	BHEL Standard Terms	SL. NO	CORRIGENDEUM to BHEL Standard Terms
03	<p>Payment Terms & Security Deposit: Offer with deviations to BHEL Payment Terms will be loaded @ 1.5% per month for deviated amount for deviated period for the purpose of evaluating the lowest bidder. Offers with non-acceptance of Security Deposit and insistence of advance payment are liable to be rejected. In no case BHEL shall accept liability towards interest.</p> <p>Payment terms mentioned here under for Indigenous and Imported Offers.</p>	NO CHANGE	<p>Payment Terms & CEBG Clause: Offer with deviations to BHEL Payment Terms will be loaded as under.a)Bench Mark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of Tender Opening +2%, for the amount and period of relaxation sought by the bidder.b)On account of payment through LC, if insisted by bidder, bank charges shall also be loaded for the deviation in i)opening of LC by BHEL ii)period and amount of LC w.r.t NIT norms, as per the prevailing bank rates. Offers with non-acceptance of CEBG Clause and insistence of advance payment are liable to be rejected. In no case BHEL shall accept liability towards interest.</p> <p>Payment terms mentioned here under for Indigenous and Imported Offers.</p>
(a)	Terms of payment for Indigenous Offer:(E&C is to be done by	(a)	Terms of payment for Indigenous Offer:(E&C is to be done by vendor)
(i)	<p>Despatch of Goods on door delivery basis only. Goods despatched with documents presented through Bank will be loaded with corresponding bank charges.</p> <p>(ii) 80% payment will be made on 90th day from the date of receipt of material (date of goods receipt (GR)). Balance 20% + E & C will be made after successful commissioning of the equipment and subjected to submission & acceptance of Performance Bank Guarantee of 10% of contract value valid for guarantee period.</p> <p>SSI Units: 80% payment will be made on 45th day from the date of receipt of materials (date of goods receipt (GR)). Balance 20% + E & C will be made after successful commissioning of the equipment and subjected to submission and acceptance of Performance Bank Guarantee of 10% of contract value valid for guarantee period.</p>	NO CHANGE	<p>(i) Despatch of Goods on door delivery basis only. Goods despatched with documents presented through Bank will be loaded with corresponding bank charges. (ii) 80% payment of supply value will be made on 45th day from the date of receipt of material at BHEL (date of goods receipt (GR)). Balance 20% of supply value + 100% E & C portion of P.O. value will be paid after successful commissioning of the equipment and subjected to submission & acceptance of Performance Bank Guarantee of 10% of contract value valid for 30 days beyond the guarantee period and Joint Protocol signed by both the parties (i.e BHEL and Vendor) as per ANNEXURE V for successful commissioning and job prove out. (iii) Deleted.</p>

S/N	BHEL Standard Terms	SL. NO	CORRIGENDEUM to BHEL Standard Terms
(b)	Terms of Payment for Foreign Offers:(E&C is to be done by vendor)	(b)	Terms of Payment for Foreign Offers:(E&C is to be done by vendor)
(i)	Total supplies are to be from Foreign Source. First letter of Credit for 80% value (less Agency Commission) shall be opened 1 month before confirmed date of despatch valid for 3 months and is encashable against Shipping Documents and submission of Pre-inspection Report of BHEL negotiated through bank.	NO CHANGE	<p>Total supplies are to be from Foreign Source.</p> <p>Where the payments are through L.C (L.C opening charges are to be loaded) 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 E&C certificate issued by BHEL. E&C certificate 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 by BHEL as per the following.</p> <p>1) Within 30 days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the supply value of the P.O.(30% of 80%). Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24% to 80% of the supply value of the P.O. The above L/C can be negotiated after the shipment against submission of B/L or AWB, and such other documents, as mentioned in the P.O.or L/C and submission of Pre Dispatch Inspection Report of BHEL. This L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.</p>
(iii)	The second letter of credit for 20% & E&C Charges will be opened after freezing of E&C schedule and confirmation of team by the vendor, valid for 3 months and encashable against submission of a Joint Protocol signed by both the parties (BHEL and Vendor) as per ANNEXURE V for successful commissioning and job prove out. This is subject to the submission of Performance Bank Guarantee for 10% of contract value valid for the Guarantee / Warranty period of 24 months from the date of commissioning. The bank guarantee is to be attested by Indian Embassy & to be registered in India.	NO CHANGE	The second irrevocable & unconfirmed letter of credit for 20% & E&C Charges will be opened 15 days prior to the scheduled and confirmed arrival of the technicians of supplier with their names The validity of this L/C would be sufficient to cover the period required for the completion of E&C + 21 days as negotiation period. This L.C can be negotiated i)after completion of the E&C of the equipment in BHEL and ii) against submission of a Joint Protocol signed by both the parties (i.e BHEL and Vendor) as per ANNEXURE V for successful commissioning and job prove out. This is subject to the submission of Performance Bank Guarantee for 10% of contract value valid for 30 days beyond the Guarantee / Warranty period of 24 months from the date of commissioning. The bank guarantee is to be attested by Indian Embassy & to be registered in India. PBG confirmation charges shall be borne by vendor.

S/N	BHEL Standard Terms	SL. NO	CORRIGENDEUM to BHEL Standard Terms
(e)	<p>Security Deposit: The successful tenderer shall be required to deposit security deposit of 5% (five percent) of the Contract Price in favour of the BHEL within two months of the acceptance of LOI/P.O., in one of the following forms.</p>	<p>NO CHANGE</p>	<p>CONTRACT EXECUTION BANK GUARANTEE(CEBG) The successful vendor shall have to furnish a CONTRACT EXECUTION BANK GUARANTEE(CEBG) for 10% (TEN percent) of the Total PO value in the prescribed format within 30 days from the date of PO but before LC opening. CEBG shall be from the one of the consortium banks of BHEL or from a reputed bank and confirmed by any consortium banks of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor. CEBG shall be kept valid until 30 days after the date of E&C certificate, which will be issued on completion of E&C of equipment which includes Erection, Commissioning, Job proving, Performance tests, Training to operators etc. as prescribed in PO. Under all circumstances, CEBG shall be kept valid, till the PBG becomes operational. If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel the PO and forfeit EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business Dealings with suppliers.</p>
(ii)	<p>Bank Guarantee from indigenous suppliers should be in the prescribed format from State Bank of Hyderabad or any of the Nationalised Banks.</p>	<p>NO CHANGE</p>	<p>DELETED</p>
(iii)	<p>Bank Guarantee from foreign suppliers should be in the prescribed format from any Bank of international repute. Same should be confirmed by our consortium bank in India and are payable in India.</p>	<p>NO CHANGE</p>	<p>DELETED</p>

S/N	BHEL Standard Terms	SL. NO	CORRIGENDEUM to BHEL Standard Terms
05	<p>Penalty: Supplier should quote a definite delivery period and any delay in delivery will attract Penalty of 1/2% per week subject to a max. of 10% of Supply order value. Delay in delivery beyond the penalty period will result in cancellation of the PO and invoking of Risk Purchase Clause. The vendor should quote only confirmed delivery. Please note that confirmed delivery indicated includes the approval of drawings, etc. Date of delivery at the port of destination will be reckoned for the purpose of penalty.</p>	6	<p>Penalty for Delay in "Supply" & "E&C": For the purpose of penalty for delay in "E&C" of the equipment, the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. Penalty for Delay in "Supply" and / or "E&C" will be applicable for the delays attributable to vendor. Penalty will be considered separately for "Supply" & "E&C". Rate of penalty for delayed supply shall be at the rate 0.5% per week of delay of total PO value (supply + E&C) in supply subject to max. of 10% of total PO value (supply + E&C). The Rate of penalty for delayed E&C shall be at the rate 0.5% per week of delay of total PO value (supply + E&C) in E&C subject to max. of 10% of total PO value (supply + E&C). Max. penalty for delay in "Supply" & "E&C" together shall be limited to 15% of total PO value (supply + E&C). In case PO includes more than one machine, the penalty shall be at the rate 0.5% per week of delay on total PO value (supply + E&C) for the delayed machine. Loading on account of non acceptance of penalty for delayed supply and / or E&C shall be as under: In case any bidder is not accepting the above penalty for delayed supply and / or E&C, the offer the bidder shall be loaded to the extent to which it is not agreed by the bidder.</p>
6	<p>Performance Bank Guarantee (PBG): The Supplier shall submit a PBG for 10% of the contract value valid for Warranty / Guarantee period. Please refer clause:H of Instructions.</p>	7	<p>Performance Bank Guarantee (PBG): The Supplier shall submit a PBG for 10% of the contract value valid for 30 days beyond Warranty / Guarantee period. Please refer clause:H of Instructions.</p>
	<p>Offers with non-acceptance of Performance Bank Guarantee clause are liable to be rejected</p>	NO CHANGE	<p>Offers with non-acceptance of Performance Bank Guarantee clause are liable to be rejected.Offers with less acceptance of PBG than the specified period and or value shall be loaded proportionately, during evaluation of the lowest bidder.</p>
07	<p>Erection & Commissioning (E & C) Schedule: Supplier to specify clearly the time period for erection & commissioning of the equipment starting with opening of cases against their supervision.</p>	8	<p>Erection & Commissioning (E & C) Schedule: Supplier to specify clearly the time period for erection & commissioning of the equipment starting with opening of cases against their supervision. The bidders should quote their earliest schedule against the schedule indicated in the NIT(Tender Schedule)</p>

S/N	BHEL Standard Terms	SL. NO	CORRIGENDEUM to BHEL Standard Terms
08	<p>Erection & Commissioning (E & C) Charges: Supplier to specify clearly the E & C Charges in the form of Extra (min. 5% of offer value) . In case E&C charges are quoted inclusive/zero, BHEL shall consider 5% of the quoted value towards E&C charges and the same shall be paid after successful completion of E&C.</p> <p>Requirement of technical specification need to be complied with.</p>	9	<p>Erection & Commissioning (E & C) Charges: Erection & Commissioning value will include services to be rendered at BHEL like Erection, Commissioning, Job proving, performance testing, training to operators etc. 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 and accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment.</p>
		13:ADDED	<p>PERFORMANCE EVALUATION:Bidder shall be evaluated and qualified based on their past performance.To evaluate the performance rating, bidder to provide details as per Annexures-VIII & IX.</p>
12	<p>Risk Purchase: If the vendor 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. <u>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms</u></p>	14	<p>Risk Purchase: If the vendor fails to deliver the goods beyond penalty period 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. <u>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms</u></p>
		15:ADDED	<p>DECLARATION:VENDORS SHALL GIVE A DECLARATION THAT PARTICULAR COLUMNS GIVEN IN THE NIT DOCUMENTS HAVE NOT BEEN ALTERED BY THEM</p>
		16: ADDED	<p>PDI inspection :- PDI Invitation shall be given two months before the Purchase order delivery date and PDI shall be completed 15 days before the P.O. delivery date. Vendor to Confirm.</p>

FOR FOREIGN OFFERS / SUPPLIES (UNDER MERIT DUTY)

(TYPICAL FORMAT FOR ILLUSTRATION)

ANNEXURE - I

FOR BASIC EQUIPMENT

SL. NO.	DESCRIPTION	PRICE In _____
1	COST OF BASIC MACHINE (DETAIL BREAKUP AS PER BHEL TENDER EQPTS)	
2	COST OF ACCESSORIES (DETAILS BREAKUP AS PER BHEL TENDER DOCUMENTS)	
3	ESSENTIAL SPARES (COMMG & OPERATIONAL SPARES FOR 2YRS OPERATION)	
4	TOTAL EX-WORKS COST (1+2+3)	
5	FOB / FCA CHARGES	
6	TOTAL (4+5)	
7	EX-CHANGE RATE AS ON DATE OF TENDER OPENING	
8	FOB COST OF THE MACHINE Rs.: (6*7)	
9	CIF @ 2% (COST OF INSURANCE & FREIGHT) Rs.: (8) * 0.05	
10	CUSTOMS DUTY @ x% Rs.: (8+9) * 0.0x	
11	CVD @ y% Rs. : (COUNTER VAILING DUTY) (8+9+10)*0.0y	
12	MISC @2.1% ON EX-WORKS Rs.: (8)*0.03	
13	TOTAL Rs. : (8+9+10+11+12)	
14	TOTAL COST TO BHEL Rs. : (13-11)	

ANNEXURE – II**FOR SERVICES**

SL. NO.	DESCRIPTION	PRICE In _____
1	TRAINING CHARGES	
2	ERECTION & COMMISSIONING CHARGES	
3	COMPONENT PROVE OUT CHARGES	
4	TOTAL SERVICE CHARGES (1+2+3+4)	
5	EXCHANGE RATE (AS ON TENDER OPENING DATE PUBLISHED IN THE NEWSPAPERS)	
6	TOTAL SERVICE CHARGES IN Rs.: (4*5)	
7	SERVICE TAX ON SERVICE CHARGES @s% (6)*0.0s	
8	TOTAL SERVICE COST (6+7)	

ANNEXURE – III**TOTAL COST TO BHEL IN Rs.**

SL. NO.	DESCRIPTION	PRICE In Rs.
1	TOTAL COST TO SUPPLIES IN Rs.	
2	TOTAL SERVICE CHARGES IN Rs.	
3	TOTAL COST TO BHEL IN Rs. (1+2)	

Note : Merit requirement and the taxes need to be incorporated as per the prevailing duty structure.

FOR INDIGENOUS OFFERS / SUPPLIES

ANNEXURE - I

(TYPICAL FORMAT FOR ILLUSTRATION)

FOR BASIC EQUIPMENT

SL. NO.	DESCRIPTION	PRICE In Rs.
1	COST OF BASIC MACHINE (DETAIL BREAKUP AS PER BHEL TENDER EQPTS)	
2	COST OF ACCESSORIES (DETAILS BREAKUP AS PER BHEL TENDER DOCUMENTS)	
3	ESSENTIAL SPARES (COMMG & OPERATIONAL SPARES FOR 2YRS OPERATION)	
4	TOTAL EX-WORKS COST (1+2+3)	
5	PACKING & FORWARDING CHARGES Rs.: (OR PERCENTAGE ON EX-WORKS PRICE)	
6	EXCISE DUTY @ _____ Rs. :	
7	CESS ON EXERCISE DUTY @ _____ Rs.	
8	ST / CST / VAT @ _____ Rs.:	
9	FREIGHT CHARGES Rs. : (OR PERCENTAGE ON EX-WORKS PRICE)	
10	INSURANCE CHARGES Rs. : (OR PERCENTAGE ON EX-WORKS PRICE)	
11	TOTAL VALUE Rs. : (4+5+6+7+8+9+10)	
12	EXCISE DUTY + CESS Rs. : (6+7)	
13	TOTAL COST TO BHEL Rs.: [11-12]	

ANNEXURE-II**FOR SERVICES**

SL NO.	DESCRIPTION	PRICE IN Rs.
1	TRAINING CHARGES	
2	ERECTION & COMMISSIONING CHARGES	
3	COMPONENT PROVE OUT CHARGES	
4	TOTAL SERVICE CHARGES (1+2+3)	
5	SERVICE TAX ON SERVICE CHARGES@ Rs.	
6	TOTAL SERVICE COST	

ANNEXURE – III**TOTAL COST TO BHEL**

SL NO	DESCRIPTION	PRICE In Rs.
1	BASIC MACHINE COST	
2	TOTAL SERVICE CHARGES	
3	TOTAL COST TO BHEL (1+2)	

Note : Taxes need to be incorporated as per the prevailing duty structure.

FOR FOREIGN OFFERS / SUPPLIES (UNDER EPCG LICENCE)

(TYPICAL FORMAT FOR ILLUSTRATION)

ANNEXURE - I

FOR BASIC EQUIPMENT

SL. NO.	DESCRIPTION	PRICE In _____
1	COST OF BASIC MACHINE (DETAIL BREAKUP AS PER BHEL TENDER EQPTS)	
2	COST OF ACCESSORIES (DETAILS BREAKUP AS PER BHEL TENDER DOCUMENTS)	
3	ESSENTIAL SPARES (COMMG & OPERATIONAL SPARES FOR 2YRS OPERATION)	
4	TOTAL EX-WORKS COST (1+2+3)	
5	FOB / FCA CHARGES	
6	TOTAL (4+5)	
7	EX-CHANGE RATE AS ON DATE OF TENDER OPENING	
8	FOB COST OF THE MACHINE Rs.: (6*7)	
9	CIF @ 2% (COST OF INSURANCE & FREIGHT) Rs.: (8) * 0.05	
10	CUSTOMS DUTY @ 3% Rs.: (8+9) * 0.05	
11	CVD @ 0% Rs. : (COUNTER VAILING DUTY) (8+9+10)*0	
12	CESS ON CUSTOM DUTY @2% (10)*0.02	
13	MISC @2.1% ON EX-WORKS Rs.: (8)*0.03	
14	TOTAL Rs. : (8+9+10+11+12+13)	
15	TOTAL COST TO BHEL Rs. : (14-11)	

ANNEXURE – II

FOR SERVICES

SL. NO.	DESCRIPTION	PRICE In _____
1	TRAINING CHARGES	
2	ERECTION & COMMISSIONING CHARGES	
3	COMPONENT PROVE OUT CHARGES	
4	TOTAL SERVICE CHARGES (1+2+3+4)	
5	EXCHANGE RATE (AS ON TENDER OPENING DATE PUBLISHED IN THE NEWSPAPERS)	
6	TOTAL SERVICE CHARGES IN Rs.: (4*5)	
7	SERVICE TAX ON SERVICE CHARGES @x% (6)*0.0x	
8	TOTAL SERVICE CHARGES (6+7)	

ANNEXURE – III

TOTAL COST TO BHEL

SL. NO.	DESCRIPTION	PRICE In Rs.
1	BASIC MACHINE COST IN Rs.	
2	TOTAL SERVICE CHARGES IN Rs.	
3	TOTAL COST TO BHEL IN Rs. (1+2)	

Note : Merit requirement and the taxes need to be incorporated as per the prevailing duty structure and EPCG requirement.

	Guidelines for Indian Agents of Foreign Suppliers
1.0	Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e.Principal) before finalizing the order.
2.0	Disclosure of particulars of agents/representative in India, if any
2.1	Tenders of Foreign nationality shall furnish the followign details in their offers:
2.1.1	A. the Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent /representative be a foreign company, it shall be confirmed wether it is existing company and details of the same shall be furnished.
2.1.2	B. The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
2.1.3	C. Confirmation of the Tender that the commission/ remuneration, if any, payable to his agent/representatives in India, may be paid by BHEL in Indian Rupees only.
2.2	Tenders of India Nationality shall furnish the following details in their offers:
2.2.1	A. The Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and adderss of the foreign principals, if any, indicatig their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
2.2.2	B. The amount of commission/remuneration included in the price(S) quoted by the Tenderer for himself.
2.2.3	C.Confirmation of the foreign principals of the Tender that the commission/remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or suppliers of stores and spares in case of operation items.
2.3	In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneraion, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
2.4	Failure to furnish correct and detailed information as called for in paragraph 1 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of named sum.

Annexure-B

This format is applicable only to Indian Suppliers/Agents supplying indigenous portion of Foreign Purchases.

* In all other cases, extant guidelines of SEARP,2010 are to be followed.

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/Systems/Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business 1. Attach authorization letter and agency agreement from Principal (from whom capital equipmet is procured) 2. Attach copy of declaration from Foreign Principal for total guarantee/warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registation particulars
4.1	Permanet Account No.
4.2/4.3	Sales Tax /Tin No
4.6	Service Tax No.(in case of E&C)
5.0	Organisation strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.1	Details of pending legal issues with BHEL
6.1	Bank Account information
9.0	Financial information
9.6	Sales/Turnover details of last 3 years (or from the date of incorporation whichever is less)

DO's & DON'T's (INDICATIVE LIST only)

Dos

1.	Dos	Consequence of non compliance
2.	Ensure that tender cost is submitted along with offer	Offer will be summarily rejected without notice.
3.	Sign on the covering letter	Offer will be treated as invalid and rejected
4.	Adopt the format given in the tender document for specification and commercial terms.	It will delay evaluation of tender and leads to a lot of avoidable correspondence
5.	Reference details, wherever sought, are to be given	This is very important for pre-qualification clause of the specification. Please ensure all related enclosures are attached.
6.	Use the format of Technical specification cum Compliance Certificate given in the tender documents only	May lead to wrong capture of document details. It may lead may also lead to rejection of the offer.
7.	Enclose Valid agency agreement copies along with the offer in case the foreign vendor wants to avail their services	Absence of / Invalid agency agreement will violate regulatory guidelines. Hence the offer will not be considered
8.	Submit the tender well with in the tender due date	Request for extension will be given at the sole discretion of BHEL.
9.	Accept Reverse Auction (RA) as it gives the vendor to fine tune their price offers	BHEL reserves the right to reject the offer, if RA is not accepted.
10.	Accept Standard BHEL commercial terms	Non acceptance will result in invocation of loading factors.
11.	All local vendors have to give statutory levies like ED/CST/VAT / Service tax/ Works contract tax clearly.	In the absence of these details vatable credits, which will have a bearing on tender priorities, will not be considered.
12.	Foreign vendors have to clearly understand the statutory levy clause in the commercial terms and conditions and note that Services rendered in India are subjected to service tax and Tax deduction at source clauses.	If the same is not accepted by vendor, it will be included in the landed cost of the vendor.

Dont's

1.	Dont's	Consequence of doing
2.	Please do not give price in techno-commercial offer when the tender is a two part bid	It will undermine bidder's competitive position and also affects transparency.
3.	Don't enter into agency agreements with Indian agents after submission of offer.	Such agreements are invalid as per regulatory guidelines.
4.	While healthy comparative evaluation emphasizing the strengths of your product over other products available in market is acceptable, don't evaluate the technical offers of your competitor in an accusatory tone.	Such correspondence will be perceived as litigious in nature and can be perceived as hindering the tender evaluation process.
5.	Don't give price of main equipment under optional items head, except when specifically asked in the specification.	Optional items will not be considered for tender priority evaluation.

ANNEXURE -A

Important General Instructions :

- | |
|---|
| 1. Please read the instructions CAREFULLY. |
| 2. BHEL strongly believes / prefers to deal directly with OEM Vendors . In the event prospective vendor desires to avail the services of Indian Agent, then the principal should ensure the compliance of regulatory guidelines, which require mandatory submission of |

A copy of the agreement between principal and agent. (NOTE: In the absence of this agreement, Indian Agent status can not be accorded and the foreign vendor has to deal directly with BHEL).

Such agreement SHOULD fulfill the following:

- a. Agreement should be in place well before the enquiry date.
- b. It should clearly stipulate the services that are rendered and commercial consideration between them.
- c. It is the responsibility of principal to ensure that your Indian Agent is not representing any other Original Equipment Manufacturer (OEM) in this Tender i.e (Equipment) and to this extent they have to forward an undertaking. This is required because at any stage, if it is found, that your Indian Agent is employee of a banned agency or an employee of banned agent or representing more than one OEM in the same tender then your offer will be disqualified.
- d. Indian Agent will be paid in INR.

The above listed requirements are only indicative and any other conditions stipulated by regulatory agency will be sought while finalizing the tender. Only after meeting all the above requirement your Indian Agent will be recognised by BHEL. Or else it is not possible to accept any agent as your representative. And Correspondence will be directly held with you as far as this tender is concerned.

4. BHEL encourages prospective vendors to download the tender documents directly from the web as it is simple and time effective.

5. Please submit your offer well in time without SEEKING time extensions. As this enquiry expansion project is a part of tight schedule project (with monitoring by the ministry), tender due date extension will be an EXCEPTION & not a norm. Vendor has to give valid justification for their plea for extension and BHEL reserves the right to reject the request without any correspondence on the issue.

6. Tender due date extension / corrigendum, if any, will be published on the web-site of the company only. No separate communications will be sent to any body.

7. For any clarifications on the specifications or tender please email to :-----.

8. Please accept BHEL commercial terms. In the event they are not acceptable please note that LOADING factors will be included in your price while finalizing tender priorities.
--

Important Instructions while preparing the techno commercial offer:
--

1. Please note that open tender is a two part enquiry and the techno commercial offer will be evaluated first.
--

2. Please note that Pre Qualification criteria are the most important clause in the specification cum compliance certification. Ensure that all details as sought in the said clause are given along with documentary proof wherever required. NOTE: BHEL will make independent verification with the information given under this clause.
--

3. Please forward a copy of Business Information Report incorporating the rating by an international credit rating agencies like DUN and Bradstreet or Credit Reform, which is a requirement under clause 11 of BHEL standard Terms and conditions for procurement of Capital Goods.

4. Please ensure that Page numbers are given to your offer and the covering letter is duly signed.

5. Please DO NOT give PRICE DETAILS in the techno commercial offer, as the offer will be liable for rejection.

6. Please ensure that offers to technical & commercial terms are given in the format given by BHEL only. Please do not make any changes in the format, but only give your offers in the "Supplier confirmation" column. **Any remarks are to be given in "Deviations" column only.**

7. If any changes are noticed subsequently to the format itself, the same shall be construed as derailing the tender process, and will be dealt accordingly.



ANNEXURE-V
BHARAT HEAVY ELECTRICALS LIMITED
Heavy Power Equipment Plant, Ramachandrapuram,
Hyderabad – 502032, INDIA
(A Government of India Undertaking)
Phones Nos: Off: 091-040-23184713
Fax Nos: 091-040- 23023282
E-Mail:_____

Dated: XX / XX / XXXX

JOINT PROTOCOL

P.O.NO. M2/xx/xxxx
Dated: XX/XX/XXXX
L/C No.: XXXXXXXX
Dated: XX/XX/XXXX

BHEL, HYDERABAD

NAME OF SUPPLIER

1) Name of Representative

1) Name of Representative

M/s._____has supplied _____ No(s) _____Machine(s) as per above contract documents and successfully commissioned and completed prove out in the presence of BHEL Engineers as per agreed specification and terms and conditions to

The Guarantee / Warrantee of the above Equipment starts from XX/XX/XXXX (Date) and expires on XX/XX/XXXX (Date).

For BHEL

For Supplier

(Signature with Designation)

(Signature with Designation)

ANNEXURE-IV

FORMAT FOR BANK GUARANTEE TO BE SUBMITTED ON Rs.100.00 NON-JUDICIAL STAMP PAPER

B. G. No. _____ Dt: _____

This Deed of Guarantee made this _____ day of _____ one thousand nine hundred _____ between _____ (Bank) herein after called "the Guarantor" (Which expression shall unless repugnant to the context or meaning there of be deemed to include its successors and assigns) of the ONE PART and 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 Unit / Division at _____ here in after called " the company " (which expression shall unless repugnant to the context or meaning there WHERE AS M/s. _____ (here in after referred to as the Contractor / Supplier) have entered into a contract bearing No. _____ , dated _____ (here in after referred to as " the Contract ") for the supply / Construction of _____ with the company. AND WHERE AS the Contract inter-alia provides that the Contractor / Supplier shall furnish to the company a sum of Rs. _____ /- (Rupees _____ only) towards security deposit or Bank Guarantee in lieu there of for due and faithful performance of the contract in the form and AND WHERE AS the Contractor / Supplier has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor/ Supplier and the Guarantor, the guarantor has agreed to give the Guarantee as here in after mentioned in favour of the company.

.... 2/-

(Full Signature of the Executant with seal)

: 2 ::

B. G. No. _____ Dt: _____

now the deed witnesses as follows

This Guarantor do here by guarantee to the company the due and faithful performance, observance or discharge of the Contract by the Contractor / Supplier and further unconditionally and irrevocably undertake to pay to the company without demur and merely on a demand, tot he extent of Rs. _____ /- (Rupees _____ only) and claim made by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the Contractor / Supplier making any default in the performance, observance or discharge of the terms, conditions,

2. The decision of the company whether any default has been occurred or has been committed by the Contractor / Supplier in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the Contractor / Supplier making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the Contractor / Supplier admits or denies the default of

The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the Terms and Conditions of the Contract or extend time of performance by the Contractor / Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor / Supplier any either to enforce or forbear from enforcing any of the terms and conditions governing the Contract or securities available to the company and the Guarantor shall not be released from its liability under those presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor / Supplier or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor / Supplier or of any other matter or thing what so ever

.... 3/-

(Full Signature of the Executant with seal)

:: 3 ::

B. G. No. _____ Dt: _____

3. The Guarantor further agrees that the Guarantee here in contained shall remain in full force and effect from _____ to _____ i.e. the period that would be taken for the performance of the Contract and it claims satisfied or discharged and till the Company certifies that the terms and conditions of the Contract have been fully and properly carried out by the Contractor / Supplier and accordingly discharge this Guarantee, subject, however, that the company shall have no claim under this Guarantee after _____ (Date) unless a notice of the claim under this Guarantee has been served on the Guarantor within _____ months from the expiry of the said period in which case the same

The guarantor undertakes not to revoke this guarantee during the period it is in force except with the previous consent of the company in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor / supplier or the Guarantor shall not

It shall not be necessary for the Company to proceed against the Contractor / Supplier before proceeding against the Guarantor and the Guarantees here in contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor/ Supplier shall at the time when proceedings are taken against the Guarantor here under be outstanding

The guarantor here by declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the power of attorney granted to him by the proper authorities of the guarantor.

The Laws of India shall be applicable for the purpose of this Bank Guarantee and any matter arising out of or in connection with the Bank Guarantee, the place of Jurisdiction shall be at Hyderabad/Sanga Reddy in Notwithstanding anything contained herein before the Guarantee is restricted to Rs. _____ (Rupees _____ only) and shall remain in force from _____ to _____ with a claim period of _____ months thereafter i.e., up to _____ (date)

.... 4/-

(Full Signature of the Executant with seal)

:: 4 ::

B. G. No. _____ Dt: _____

IN WITNESS WHERE OF THE _____ (Bank) and M/s. Bharat Heavy Electricals Limited have here unto set and subscribed their respective hands the day, month and year first above written.

SIGNATURE FOR AND ON BEHALF
OF THE BANK WITH SEAL

WITNESSES:

-1

-2

ANNEXURE VII

FORMAT OF COMPLETION CERTIFICATE **ON VENDORS LETTER HEAD**

Ref No:-

Dated:

To,
DGM, PURCHASE (CG)
BHEL, HYDERABAD

Sub: Completion of Supply of P.O.no:-

Dear Sir,

With reference to the above referred Purchase order, this is to certify that the total
The total supply contains the no. of packages as per the below.

Sl.no	Packing case no:-	Description
1		

Signature & seal of the vendor

DETAILS OF COMPANY PERFORMANCE			
A. Capacity Details:			
	Manufacturing Capacity (Major Machines with Qty.)	Type of Major Machines	Qty.
	Machines supplied during last 5 years (Year-wise with Qty.)	Scheduled Supply Period	Actual Supply Period
	Outstanding Order Book position (Type of Machines with Qty. & name of Customers*)		
	Liquidation Plan of all machines including BHEL machines under consideration for ordering)		
	* if any bidder is unable to give name of ALL the customer(s) due to confidentiality restrictions, they may give details without disclosing such customer's identity.		

ANNEXURE – VI

LIST OF CONSORTIUM BANKS:(OMI-219)

1. State Bank of India
2. ABN Amro Bank N.V.
3. Bank of Baroda
4. Canara Bank
5. Citi Bank N.A.
6. Corporation Bank
7. Deutsche Bank
8. HDFC Bank Ltd.,
9. The Hongkong and Shanghai Banking Corporation Ltd.
10. ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank
13. Standard Chartered Bank
14. State Bank of Travancore
15. State Bank of Hyderabad
16. Syndicate Bank.
17. Allahabad Bank
18. Andhra Bank
19. Bank of India
20. Bank of Maharashtra

21. Central Bank of India
22. Dena Bank
23. Indian Bank
24. Indian Overseas Bank
25. Oriental Bank of Commerce
26. Punjab & Sind Bank
27. UCO Bank
28. Union Bank of India
29. United Bank of India
30. Vijaya Bank
31. State Bank of Bikaner & Jaipur
32. State Bank of Indore (merged with SBI)
33. State Bank of Mysore
34. State Bank of Saurashtra