

**PURCHASE ENQUIRY**

To M/s	Our E-mail : <a href="mailto:dkbhagat@bhelswr.co.in">dkbhagat@bhelswr.co.in</a>	
	ENQUIRY No :	13040 E
	ENQ.DATE	12.08.2013
	DUE DATE	02.09.2013, 15:00 Hrs

Dear Sir,

Kindly submit your sealed quotation by Speed Post / Registered Post / Courier / Air Mail in **two bids viz. (1)**

**Technical cum Commercial Bid & (2) Price Bid** for the material indicated below confirming

acceptance to the terms and conditions enclosed ,so as to reach our office on or before 3.00 PM on the due date.

Quotation may be sent by Fax only if asked so by BHEL / with prior permission of BHEL.

S.No	Description of Material	Unit	Qty	Delivery Schedule	Material Required at (Destination)
01	Supply & commissioning of Bolt Stretching machine as per technical specification mentioned in Annexure-I.	Number	10 (Refer Technical Specification Annexure-I)	WITHIN 1 MONTH FROM DATE OF P.O.	AS PER ANNEXURE-III

**A) GENERAL TERMS AND CONDITIONS OF CONTRACT**

Cl. No.	DESCRIPTION
1)	<p>Technical cum Commercial Bid' and 'Price Bid' shall be sealed in two separate envelopes. Both these sealed envelopes shall bear distinct identification with regard to the type of bid and Enquiry number. These two sealed envelopes shall then be kept in a third envelope and superscripted with correct Enquiry No. and Due Date &amp; time. The outer cover should be addressed to the issuing authority (as mentioned below) of this enquiry and shall also bear the name and address of the bidder.</p> <p><b>Address : ENGINEER-PURCHASE BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR WESTERN REGION, SHREE MOHINI COMPLEX, 345 KINGSWAY, NAGPUR-440001 (MAHARASHTRA)</b></p> <p>Tender should be free from OVERWRITING AND ERASURES. Bidder's authorized signatory must attest corrections, if any. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount in figures and words, amount quoted in words shall prevail.</p> <p>It is the responsibility of bidder to submit their offer within due date &amp; time as mentioned in this enquiry. BHEL shall NOT be responsible for any loss/damage to the offer submitted by the bidder.</p>
2)	<p>Technical bid will be opened at <b>3.30 PM</b> on Due Date. The Technical cum Commercial bid should accompany with a copy of this enquiry duly signed &amp; stamped on all pages as a token of acceptance of Technical &amp; Commercial T &amp; C and copy of documents like authorized dealership certificate, earlier supply order details of similar equipment and their performance feedback from customers, company profile and present status, product catalogue of the models offered, technical specifications of the product, commercial Terms &amp; Conditions and other relevant documents etc. Please fill up all the columns of all formats of this enquiry.</p> <p>Price bid should be submitted as per the 'Price Format' (Annexure-II) given in this enquiry. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Terms and condition if any enclosed with price bid, shall not be considered. Tenders received as single bid indicating the price is liable to be rejected.</p>
3)	Price bid of technically accepted bidders only will be opened. No revision of prices will be entertained after Tenders are opened, unless mentioned in our enquiry / asked so by BHEL.
4)	Manufacturer's name, Trade Mark or Patent No. if any, shall be specified in the Technical cum Commercial Bid
5)	Please mention the relevant national / international standard code of the product quoted for in the Technical cum Commercial bid.
6)	The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
7)	Late tenders (received after Due Date) will be rejected.
8)	Price quoted shall be valid for 90 days from the date of opening
9)	Price shall be quoted as per enclosed 'Price Format' only. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Please fill in all the columns of all formats
10)	<b>SECURITY DEPOSIT: The supplier shall have to furnish Security Deposit (Cash/DD/Bank Guarantee from a Scheduled Bank) if so specified in the tender under Special Terms &amp; Conditions.</b>
11)	GENERAL: The purchaser reserves the right to split up the tender and place orders for individual item on different suppliers and also increase or decrease the quantity.
12)	DISPUTES & ARBITRATION: All cases of disputes will be resolved according to the Indian Arbitration Act 1940
13)	FORCE MAJEUR: Acts of God, Acts of Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Natural Calamities, Epidemic and other similar causes over which the supplier has no control, will amount to Force Majeure. Delay attributable to Force Majeure will be condoned; however the onus of establishing the reason of delay lies with the Supplier.
14)	<p><b>Important Note:</b> <b>14.1) IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).</b></p> <p>a) In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE (L1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing</p>

	<p>refuses to match L-1 prices.</p> <p>b) Total tendered quantity shall be divided as follows: In the ratio of 80:16:4 (if L-1 bidder is non MSE), where 80% order will be placed on L-1 bidder, 16% on MSE and 4% on MSE (owned by SC/ST) subjected to following conditions:</p> <ul style="list-style-type: none"> <li>• MSEs Matches L-1 price.</li> <li>• If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (4%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 20% will be awarded to them.</li> </ul> <p>c) If no MSE matches the L-1 price, than entire order shall be awarded to L-1 bidder.</p> <p><b>14.2) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST).</b> In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 20% of total tendered value/quantity. In case of more than one such MSE (L-1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.</p> <p><b>14.3) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST).</b> 100% order will go to the L-1 bidder.</p> <p><b>14.4)</b> Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.</p> <p><b>14.5)</b> Bidder who is claiming 4% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm.</p> <ul style="list-style-type: none"> <li>a) In case of proprietary MSE, proprietor(s) shall be SC/ST</li> <li>b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.</li> <li>c) In case of Private limited companies, at least 51% share shall be held by SC/ST promoters</li> </ul> <p>Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.</p> <p><b>14.6)</b> MSEs will be given tender documents free of cost and are exempted from payment of earnest money (EMD).</p>
<p>15)</p>	<p><b>Please Note:</b></p> <ul style="list-style-type: none"> <li>a) Interested bidders may collect hard copy of Tender documents from this Office on all working days.</li> <li>b) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.</li> <li>c) BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.</li> <li>d) Dates of Price Bid opening/Reverse Auction will be intimated to Techno Commercially Qualified Bidders later.</li> <li>e) All corrigenda, addenda, amendments and clarifications to Tender Specifications, revised Tender Submission Dates; etc will be hosted in the web page (<a href="http://www.bhel.com">www.bhel.com</a>) → Tender Notifications → View Corrigendum) and NOT in the newspaper. Bidders shall keep themselves updated on all such updates.</li> </ul>
<p>16)</p>	<ul style="list-style-type: none"> <li>a) Seeking Clarifications on Tender Specification: <ul style="list-style-type: none"> <li>• Clarifications on the Tender Specifications, if any, may be sought by the bidders so as to reach this office at least seven days before the Due Date for submission.</li> </ul> </li> <li>b) Supporting Documents: <ul style="list-style-type: none"> <li>• Bidders shall submit documents in support of possessing “Qualifying Requirements” as under duly self-certified and stamped by the authorized signatory.</li> <li>• LATE TENDER: Tender received after the specified time of submission will be rejected.</li> <li>• Offers must be submitted without any deviation.</li> <li>• Offers received with any deviation or without relevant information as described above are liable to be rejected.</li> <li>• <b>Price bids received in the form other than specified in Price Bid are liable to be rejected.</b></li> <li>• Bidder must sign &amp; stamp all pages of this tender specification as an acceptance of tender conditions and must enclose this tender specification with their offer.</li> </ul> </li> </ul>

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR

ENQUIRY NO. 13040 E

DT.12.08.2013

DUE DATE: 02.09.2013

17)	<p><b>Language:</b></p> <p>A) The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.</p> <p>B) All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.</p>
18)	In case of any contradictions between General and special terms and conditions, the provisions in Special Terms & Conditions will prevail.

Engineer (PURCHASE)

**B) SPECIAL TERMS AND CONDITIONS OF CONTRACT**

CI No.	Description
1	a. The bidder shall either be Manufacturer of the offered Bolt Stretching device or their authorized Indian agent. b. In case the bidder is an authorized agent/dealer, they shall submit authorization of the manufacturer (OEM) along with the technical bid. c. (i) Precise relationship between foreign suppliers and their Indian agents and their mutual interest in the business to be disclosed. (ii) It should be ensured by manufacturer that the Indian agent is not banned by BHEL.
2	For evaluation of bids, since the bids are expected to be in different currencies, the exchange rate shall be considered as 'T.T. selling rate' of State Bank of India on the date of Technical Bid opening. In case of Holiday, rates for previous day shall be considered.
3	The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ( <a href="http://www.bhel.com">www.bhel.com</a> ---> Tender Notification -> List of Banned Firms )
4	BHEL reserves all right to cancel the tender at any point of time without giving any prior notice
5	<b>Please refer Commercial Conditions.</b>

Thanking you,

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LTD.

ENGINEER (PURCHASE)

## **Commercial Conditions**

### **1.0 Delivery Terms: C.I.F. (Mumbai Air port/Port in case of foreign supplier)/F.O.R. Destination for Indian Suppliers/Agents.**

### **2.0 Packing, Shipment and Carriage**

- 2.1 Seller shall provide adequate and safe packing according to customary industrial practice for such goods. Seller must take into consideration the various stages of handling and multi-modal means of transport the consignments involved while deciding on the packing. Method and material for packing should be carefully chosen particularly for parts susceptible to transit damage. Bidder shall furnish in their Technical Bid details of packing to be used by them.
- 2.2 Seller shall arrange the transport of consignments up to the nearest air port and hand over the same to the BHEL's authorised freight forwarders for onward shipment to the destination. .
- 2.3 Transshipment of consignments is not permitted. In the event of occurrence of unforeseen events after the dispatch of consignment, BHEL with the consent of their underwriter may allow transshipment. Seller shall obtain prior written consent of BHEL before any such transshipment.
- 2.4 Seller shall indicate the names and addresses of Port Consignee (applicable for ocean transport) and Ultimate Consignee (applicable for all consignments) prominently on all the packages of every consignment.

### **3.0 Insurance: By BHEL (in India).**

Seller shall communicate the dispatch details of the consignment to BHEL for intimating to their underwriters. Dispatch details shall include names of consignor & consignee, Lorry bill number & date, name of Carrier, brief description of consignment, approximate value of consignment, place of origin of consignment and name of destination. In case all the aforesaid information is not available with the seller at the time of risk transfer, the seller shall communicate the available information without delay. Seller shall communicate the remaining information at the soonest possible. This is essential as per the insurance contract between BHEL and underwriter.

### **4.0 Export/Import Clearances and Documentation:**

Seller shall arrange for necessary export clearance in seller's country including all expenses and documentation thereof. BHEL will arrange for all import clearances at the port of destination in India including all expenses thereof.

### **5.0 Price Validity:**

Bidder's quoted price shall remain valid for at least 90 days from the Last Date of offer submission including extension, if any. Quoted price shall also remain valid till completion of the contract performance in all respects.

Bidder's quoted price shall be fixed one and not subject to any variations whatsoever till completion of the contract performance. A bid submitted with an adjustable or variable price shall be treated as non-responsive and BHEL will reject such offer.

In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.

However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

## **Commercial Conditions**

### **6.0 Bid Currency:**

Indian bidders shall quote the price only in Indian Rupees (INR). Foreign bidders may submit their bid either in US Dollar or, their home currency or, Indian Rupees. Bidder shall quote his price in any one of the currencies and not in multiple currency options.

### **7.0 Earnest Money Deposit (EMD)**

Refundable, Non-interest bearing EMD of Rs.2,00,000/- (Rs. Two Lakh only) is applicable for this Enquiry. EMD shall be paid ONLY by cash (as permissible under Income Tax Act) or Pay Order or Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Nagpur along with the technical bid. In case of foreign bidders e-payment shall be accepted as EMD.

EMD given by all unsuccessful bidders shall be refunded on acceptance of award/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee (CEBG).

### **8.0 Contract Execution Bank Guarantee (CEBG)**

The successful bidder has to furnish a Contract Execution Bank Guarantee (CEBG) for **10%** of the Total PO value in the prescribed format within 30 days from the date of PO but before L/C opening. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any consortium bank 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 Commissioning certificate; which will be issued on completion of Commissioning of equipments which includes performance tests, training to BHEL Engineer etc. as prescribed in Annexure-I.

If supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by supplier.

### **9.0 Cost Evaluation:**

9.1 BHEL will evaluate the bids on '**Total Cost to BHEL in INR up to destination**' basis after adding up the following listed cost components.

- a) **Price** quoted by bidder (converted in INR in case of foreign bidders). Conversion rate shall be considered as 'T.T. selling rate of State Bank of India on the date of Technical Bid opening'. In case of Holiday, rates for previous day shall be considered.
- b) **Excise Duty** amount for Indian Bidders unless the Bidder undertakes to furnish Excise Duty invoice to BHEL.
- c) **Sales Tax (VAT/CST) and other applicable taxes, duties and levy** - for Indian Bidders. The applicable rates shall be according to the latest notification by the concerned government authorities in India.
- d) **Import Duty with associated duties, levy and tax payable in India by BHEL** - for foreign bidders. The applicable rates shall be according to the latest notification by the concerned government authorities in India.
- e) **Port Clearance charges** payable by BHEL at ports of destination – for foreign bidders.
- f) BHEL's **expenses** towards opening and maintenance of **Letter of Credit**– for foreign bidders.
- g) **Freight charges** upto destination as per Annexure-III.
- h) **Lumpsum charges** towards commissioning.
- i) In case of Indian bidder's cenvat /modvat Credit; the quotations must indicate Tariff Item Number and rate/value of Ex-Duty applicable and CENVAT credit available to BHEL. In such case, party shall raise Cenvatable Invoice as per Excise Law/Rules. The amount of CENVAT Credit to BHEL will be considered while evaluating the bids.

### **Commercial Conditions**

9.2 Bidders are required to quote for each and every item as indicated in price format Annexure-II (A/B). Please indicate NA against items not applicable.

9.3 Custom Duty, Counter Veiling Duty, Custom Clearance, Port Handling and Documentation etc. in India shall be borne by BHEL (In case of foreign bidders).

9.4 The Rate Schedule (un-priced) shall be enclosed by the bidders in their technical bid (Part-I), confirming specifically that all the items of the Rate Schedule have been quoted.

#### **10.0 Purchase Order (P.O.) and P.O. Acceptance**

BHEL will issue written P.O. to the bidder whose offer is found acceptable in all respects. BHEL will send one copy of the P.O. through facsimile transmittal / e-mail (scanned copy) on the date of issue of P.O. Seller shall acknowledge receipt of the same by facsimile transmittal/e-mail within one working day of its receipt.

In case the seller finds deviations with regard to any terms and conditions of the P.O. with respect to the ones mutually agreed in the entire tendering process, he shall communicate the same within five working days of receipt of facsimile transmittal/e-mail copy. BHEL will issue necessary clarifications/corrections after receipt of such query from bidder.

Two originals of the P.O. will be dispatched through courier/airmail on the date of P.O. issue. Seller shall communicate unqualified acceptance of the P.O. by returning one original duly countersigned by his authorized signatory and stamped with his official seal within ten working days of receipt of the original P.O. and subsequent clarifications/corrections, if any.

#### **11.0 Terms of Payment:**

BHEL shall release payment as detailed below.

##### **11.1 Payment to Foreign Suppliers**

- a) BHEL shall pay **80%** (Eighty percent) of the agreed price through an irrevocable letter of credit (LC) which can be negotiated after the seller dispatches the complete machines from the port of shipment. BHEL will open the LC at a mutually agreed point of time after the seller accepts BHEL's purchase order and submits CEBG as per clause no.8 and it will remain valid till one month after the scheduled date of dispatch completion. All costs towards opening and maintaining the LC in India for the aforesaid period shall be to BHEL's account, while all expenses in the seller's country shall be to the seller's account. In case it becomes necessary to extend the validity period of the LC beyond the aforesaid period for reasons not attributable to BHEL, the expenses thereof shall be to the seller's account. BHEL will recover such costs from the subsequent payments if any, else seller shall reimburse the cost to BHEL by way of an account payee demand draft payable at BHEL Nagpur.

BHEL will open the LC through its banker - State Bank of India (SBI), Nagpur Branch) in India. The LC will be payable at SBI branch in the seller's country and will be freely negotiable. Seller shall submit the following listed documents to the seller's bank for negotiation of the LC.

- a.1) Three originals of commercial **invoice** indicating the 100% agreed price of the machines and the net claimed amount for 80% of agreed price.
- a.2) One original and two authenticated copies of **Draft at Sight** claiming payment for 80% of the agreed price of the machines.
- a.3) One original and two authenticated copies of **Clean House airway bill** for consignments of all machines.
- a.4) Three originals of **Packing List**.

### **Commercial Conditions**

- a.5) One original and two authenticated copies of **Certificates of Origin** issued by the concerned Chamber of Commerce.
- a.6) One original and two authenticated copies of **Certificate of Joint Inspection** conducted at the manufacturer's works signed by BHEL or BHEL's authorized inspection agency and Manufacturer **OR** inspection waiver by BHEL.
- a.7) Three originals of seller's certificate confirming that **entire scope of supply** under the contract have been **completed**.
- a.8) Three originals of seller's certificate confirming that the goods supplied are **new**.
- a.9) Three authenticated copies of manufacturer's **Warranty Certificate**.

Seller shall courier one set of photocopy of all the aforesaid documents directly to respective BHEL offices (payment centres) immediately after dispatch of Bolt stretching machines for information.

- b) BHEL shall pay **20%** (Twenty percent) of the agreed price after the seller commissions the machines successfully at ultimate destination (i.e. As per Annexure-III) and so certified by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty/Guarantee period by supplier from any Consortium Banks of BHEL for 10% of the total PO value in the prescribed format. The amount will be credited to the seller's bank account by telegraphic/ electronic transfer within three weeks of receipt of commercial invoice accompanied with successful commissioning cum load test certificate of BHEL.
- c) Seller shall furnish his bank account details (account number, name of bank, complete postal address, contact numbers, e-mail address and other relevant information) at the time of order acceptance.

#### **11.2 Payment to Indian Suppliers:**

- a) BHEL shall pay **80%** (Eighty percent) of the agreed supply price and **100% Duties and Taxes** through electronic transfer in seller's bank account within 45 days after submission of the following-listed documents to respective BHEL offices. Bank charges shall be to the seller's account.
  - a.1) One original and one authenticated copy of **Commercial Tax cum Excise invoice** indicating agreed sale price, Excise Duty percentage and amount, Sales Tax percentage and amount and claim amount (90% of agreed sale price plus 100% Duties and Taxes).
  - a.2) One authenticated copy of **Lorry Way Bill** issued by transporters for all consignments of Bolting stretching machines.
  - a.3) One original and one authenticated copy of **Packing List**.
  - a.4) One original and two authenticated copies of **Certificate of Joint Inspection** conducted at the manufacturer's works signed by BHEL or BHEL's authorized inspection agency and Manufacturer **OR** inspection waiver by BHEL
  - a.5) One original and one authenticated copy of seller's certificate confirming that **entire scope of supply** under the contract have been **completed**.
  - a.6) One original and one authenticated copy of seller's certificate confirming that the goods supplied are **new**.
  - a.7) One original and one authenticated copy of manufacturer's **Warranty Certificate** for the supplied machines.
- b) BHEL shall pay **20%** (Twenty percent) of the agreed supply price and **100%** Commissioning price will be paid after the seller commissions the machines successfully at ultimate destination and so certified by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty/Guarantee period by supplier from any Consortium Banks of BHEL for 10% of the total PO

### **Commercial Conditions**

value in the prescribed format. The amount will be credited to the seller's bank account by telegraphic/electronic transfer within three weeks of receipt of commercial invoice accompanied with successful commissioning cum load test certificate of BHEL. The PBG confirmation charges shall be borne by supplier.

- c) Seller shall furnish his bank account details (account number, name of bank, complete postal address, contact numbers, e-mail address and other relevant information) at the time of order acceptance for telegraphic/electronic transfer mode of payment.

#### **11.3 Bank Guarantee and loading against non-acceptance of BHEL's Payment terms:**

If payments terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment/opening of LC in the prescribed format of the amount, exceeding 80% of the PO value, valid till issue of Commissioning certificate for the equipment.

Additionally for any deviation sought including as mentioned above in Payment terms by bidder w.r.t. tender documents, following loading shall be followed:

- Benchmark Prime Lending Rate (BPLR) of State Bank of India as applicable on the scheduled date of tender opening +2%, for the amount & period of relaxation sought.
- 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 and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.

#### **12.0 Performance Bank Guarantee (PBG):**

In case the seller opts to receive the last **20% of the agreed price** before the warranty period, he shall furnish a Bank Guarantee payable in India in any of the banks approved by BHEL, at no extra cost in the format prescribed by BHEL (which shall be sent at the appropriate time), for an amount equivalent to **10% (Ten percent)** of the value of the contract. The PBG shall be valid for period of **12 months** from the date of commissioning, with additional claim period of one month.

#### **13.0 Authentication of Payment Related Documents**

All authenticated documents required for payment as aforesaid shall be endorsed as 'attested true copy' duly certified by seller's authorized signatory and stamped with seller's official seal.

#### **14.0 Delivery Schedule:**

BHEL prefers that seller to dispatch the Bolt stretching machines with all accessories within **one month** from the date of Purchase Order (P.O.) acceptance by seller. Bidders shall confirm the realistic delivery schedule in the Technical cum Commercial bid. BHEL may not accept unusually long delivery schedule offered by bidders and ask such bidders to improve upon the same.

#### **15.0 Delay in Delivery and Consequence:**

Seller shall dispatch the Bolt stretching machines according to the agreed delivery schedule. In case of delay in dispatch attributable to the seller, BHEL will have the rights to impose Liquidated Damages as below:

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

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

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

15.4 Date of the Clean House Air way Bill (for foreign suppliers) or Lorry Way Bill (for Indian suppliers) as recorded in case of the last of all consignments for a particular machine shall be reckoned as the date of dispatch for the concerned machine for this purpose.

### **Commercial Conditions**

15.5 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 of bidder shall be loaded to the extent to which it is not agreed by the bidder.

#### **16.0 Indian Agent & Agency Commission:**

An Indian Agent can represent only one foreign supplier in response to this enquiry. Bidder shall furnish authenticated copy of the currently valid Agency Agreement / Authorization Letter with the offer. BHEL will not pay any agency commission to the Indian Agents.

#### **17.0 Taxes and Duties:**

##### **17.1 For Foreign Suppliers:**

Seller shall include in his price all applicable taxes & duties in his country. BHEL will pay all applicable taxes and duties in India.

##### **17.2 For Indian Suppliers:**

BHEL will pay all Taxes and Duties extra as applicable on the actual date of dispatch. Bidder shall furnish the VAT/CST and ECC registration numbers in the invoices, failing which BHEL will not be liable to pay such Taxes and Duties. Seller shall submit to BHEL Excise Duty invoice as specified elsewhere in this specification to enable BHEL avail input credit under CENVAT rules. In case the Bidder does not agree to furnish the aforesaid Excise Duty invoice, the amount of such Duty shall be loaded for evaluation of total cost to BHEL.

#### **18.0 Risk Purchase:**

In case the seller fails to dispatch the ordered goods or any replenishment or replacement, either in whole or any part, within the agreed delivery period, BHEL will be entitled to terminate the contract and purchase the same from alternative source at seller's risk and cost. If the same goods were not available, the best and the nearest available substitute will be purchased. The seller shall be liable for any loss, which the Purchaser may sustain by reason of such risk purchases.

**19.0** On acceptance of techno-commercial and price bids, BHEL reserves the right to conclude the contract / order on EX-WORKS (For Indian Suppliers), OR FOB / CIF (For Foreign Suppliers) basis at its sole discretion. Bidder shall also note BHEL can place the order in part or in full at its discretion.

#### **20.0 Short Shipment / Warranty Replacement:**

In case of any short shipment in the main supplies or replacements or replenishments, the seller shall deliver the same at the ultimate destination within the shortest possible time at his cost.

#### **21.0 Warranty/Defect Liability:**

The main equipment shall be covered under warranty against design defects and manufacturing defects for a period of twelve (12) months from the date of BHEL's acceptance of the crane after successful Load Testing at destination.

**Commercial Conditions**

**FORMAT-A**

**NO DEVIATION CERTIFICATE**

**I/WE, M/s** .....

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

I/WE ALSO HEREBY CONFIRM ANY TERMS AND CONDITIONS RECORDED/SET BY US IN ANY PART OF THE TENDER AND ITS RELATED REFERENCE ARE CONSIDERED NULL AND VOID AND WITHDRAWN BY US.

SIGNATURE OF THE TENDERER

DATE:

(Signature of bidder)  
With Seal