

Indigenous & Imported
(Revision - 01)



Electronics Division, Bangalore

BHEL - EDN

TENDER DOCUMENTS

**COVERING, COMMERCIAL TERMS
& CONDITIONS & ANNEXURES**

FOR RFQ. NO. : PKN000003&DATED 23.12.2013

DUE DATE : 24.01.2014



Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division

PB No. 2606 , Mysore Road Bangalore , 560026 INDIA

Page 1 of 1

Fax : +91 80 26989217

☎ : +91 80 26998179

+91 80 26998669

+91 80 26998901

M/s.

Date: 23.12.2013

Attn. Mr/Ms.

Sub: Receipt of Tender Enquiry (RFQ) No.: PKN000003&DATED 23.12.2013.

with tender specifications for: G5 AD@ '<5 B8 @B; 'GMGH9A': CF'GH95A'5 B8'K5 H9F'5 B5 @MG'GMGH9A.

Project / Destination : As per Special Conditions of Cotntract (SCC).

Due Date for submission of Offer: 24.01.2014.

We are forwarding herewith our Enquiry (Request for Quotation) referred above along with following tender documents:

1. Enquiry header complete with item description, quantity and delivery schedule.
2. Purchase specifications including PQR.
3. Instructions to bidders (4 pages).
4. Special Conditions of Contract (SCC) - 9 pages.
5. BHEL standard terms & conditions (Indigenous-11 pages & Imported - 7 pages) along with
 - a. Loading factors for non-compliance of Commercial Terms & Conditions (8 Pages) Annexure - I
 - b. Proforma for performance bank guarantee (for Indigenous-3 Pages & Imported - 2 pages) with instruction for PBG submission and with list of BHEL consortium bankers. Annexure- II, III(a), III(b) & III(C)
 - c. Guidelines for Reverse Auction procedure (wherever applicable)- 2 Pages. Annexure - IV.
 - d. List of International Airport. Annexure - V.
 - e. Procedure for High Sea Sale. Annexure - VI.
 - f. Guidelines for Agents (Annexure - VII) Please acknowledge receipt and confirm submission of complete offer within tender due date.
 - ~~g. Integrity pact agreement proforma attached (annexure - VIII)~~

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PURCHASE EXECUTIVE



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(A Government of India undertaking)

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INSTRUCTIONS TO BIDDERS

BHEL RFQ No.& Date: PKN0000032 DATED 23.12.2013

Due date : 24.01.2014. Project : Please Refer SCC.

Item : SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM.

BIDDER is requested to read the instructions marked as (✓) carefully and submit their quotation covering all the points:

- ✓ Deviation to this specification/item description, If any shall be brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail, as a part of technical offer.
- ✓ **Quotation shall be submitted in :**
 - THREE PART BID (First Part - Pre qualification in a sealed envelope, Second Part - Techno commercial
 - i.e. UN-PRICED offer in a sealed envelope & Third Part - Price offer in a separate sealed envelope alongwith Price Summary. All three sealed envelopes shall be again kept in a single sealed envelope. If priced offer is not submitted alongwith technical offer, offer is liable for rejection.

Note : BIDDER shall ensure to superscribe all envolepes with RFQ number, RFQ Date, RFQ Due date, Item Description and Project clearly & boldly on each envelope. BHEL standard Commercial Terms and conditions must accompany techno-comercial offer without fail. BHEL standard commercial terms & conditions duly filled, signed & stamped only to be sent. Your standard printed commercial terms not needed and will not be accepted by BHEL.

- ✓ **In three part bids, filled in commercial terms & conditions must accompany unpriced techno-commercial offer, failing which your offer is liable for rejection.Priced offer shall be complete in all respects indicating basic prices, applicable Taxes and Duties, Packing & forwarding charges (if applicable) and Freight & Insurance charges, etc. and compulsarily sent alongwith techno-commercial offer.**
- ✓ **In addition Bidder shall also quote for Erection & Commissioning Charges (E&C Charges), Documentation charges, Service Charges, Testing Charges (Type and Routine), Training Charges, Service tax, etc. wherever applicable. The price summary must indicate all the elements clearly, which will be considered for arriving at "Total cost to BHEL".**
- ✓ **Tender (quotation) to be dropped in the Tender Box with 3 compartments (Monday / Wednesday/ Friday) kept in our reception area with caption "CE, SC&PV, DEFENCE", before 13.00 Hrs. on due date mentioned on the RFQ (Request for quotation) Monday, Wednesday, Friday. Tenders will be opened on due date and time mentioned on the RFQ.**



DETERMINATION OF THE “TOTAL COST TO BHEL”: (Indigenous Portion)

Total basic value + Packing & Forwarding charges + ExciseDuty+Education Cess+Sales Tax/VAT + Lumpsum Freight with service tax + Insurance (as per BHEL Insurance premium) + Service Tax (as applicable)+ packing&un packing at site during MRC(material receipt certificate)if any+ loading factor value on total basicmaterial value (for deviations to Commercial Terms & Conditions) = “TOTAL COST TO BHEL”.

Note : In case BHEL customer reimburse any one of the cost element like Excise duty, Sales Tax, Service Tax, Freight & Insurance charges, same will be removed for arriving at“TOTAL COST TO BHEL”, in turn the lowest bidder. However vendor has to quote for all the cost components.

The lowest technically & commercially acceptable offer arrived as above and meeting BHEL norms will be considered for further processing.

DETERMINATION OF THE “TOTAL COST TO BHEL”: (Imported Portion)

Total basic value in foreign currency (FCA value) + cost insurance freight + Customs duty+freight from Indian port to project destination + packing&un packing at site during MRC(material receipt certificate)if any+ loading factor value on total basic FCA value (for deviation to comercial terms & conditions) =“TOTAL COST OF BHEL”.

Note : Exchange Rate ruling on the date of tender opening (part -1) will bæconsiderd for converting foreign currency to Indian currency. Exchange rates , which is received from Bank and updated in SAP system of BHEL - EDN will be considered.

In case PBG, Exchange rate on the date of tender opening (part-1) only will be considered for converting foreign currency to Indian currency and vice versa. Exchange ratereceived from Bank and updated in SAP system of BHEL - EDN will be considered.

As far as possible, the quotations shall be free from corrections/overwriting. Corrections if any should be initialed with your seal. Any typographical error, totalling mistakes, currency mistake, multiplication mistake, summing mistakes etc..observed in your priced bids, BHEL may consider as per existing guidelines mentioned in SCC for evaluation of the lowest quote. BIDDER shall honour the same in case Order is awarded for the said TENDER ENQUIRY / RFQ.

RISK PURCHASE CLAUSE :- The purchaser at his discretion may also make purchase of the materials **NOT** supplied in time at the **RISK & COST** of the supplier. Under such situation, it will be obligatory on the part of the supplier who fails to supply the goods in time to make good to BHEL any loss due to risk purchase.



BIDDER shall ensure to indicate clearly Excise duty, Education Cess, Sales Tax/VAT, Octroi, entry tax, Service Tax and freight charges as applicable, for the quoted items or services. In the absence of the clarity of these, any claim at a later date will not be entertained. Also any changes in taxes and duties after award of the contract, will not be considered except such are those, which are imposed by Govt. notification within the contractual delivery. Please note, seeking price amendments for change in Excise Duty due to crossing of Turnover limits will not be considered, under any circumstances.

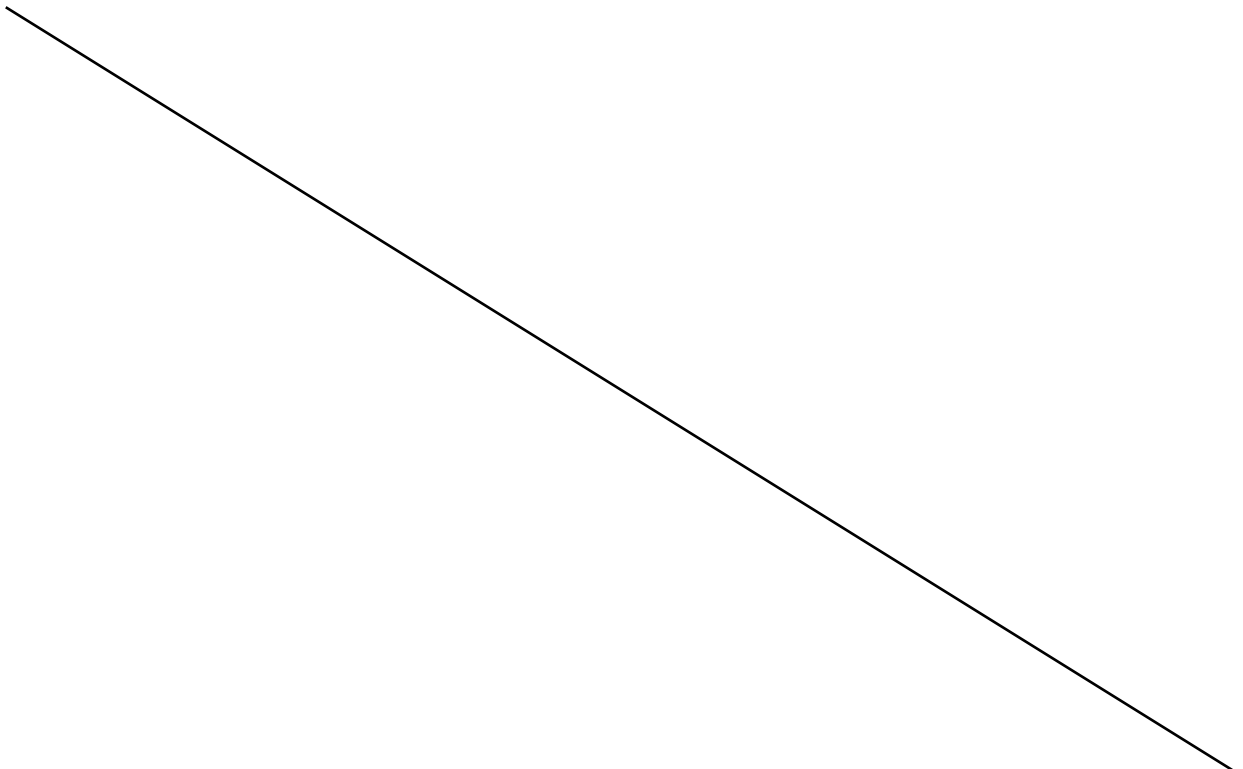
Quotations with, payment terms of "Advance" or "Inland letter of credit" will not be considered. & such offer / quotation is liable for rejection commercially.

On award of contract if BIDDER seeks dilution of the ordered specification and if such deviation is acceptable to BHEL, BIDDER shall pass on mutually agreed price reduction to BHEL.

Any dispute arising out of this, shall be referred to the sole arbitration of Head of Dept. (Materials Management-CE-PR), EDN, Bangalore or any other officer nominated by him and his decision shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.

All suits in respect of this lie in the court of Bangalore only.

BHEL reserves the right to RE-FLOAT/ REJECT / CANCEL this TENDER ENQUIRY (RFQ) without assigning any reason or cause thereof. Quotes received against this TENDER ENQUIRY are subject to and governed by all these terms and conditions. BHEL's decision will be final in awarding of the contract and binding.



- ✓ As per our recent purchase policy, any offer received after due date and time will be treated as "Late offer" and will be rejected. Hence pl. submit offer within due date and time to avoid rejection due to late submission. It is the responsibility of vendor to submit offer in tender box within due date and time. Offer sent by fax/e-mail/courier/post etc. Which is received late will be treated as late offer and BHEL will not be responsible for late offer. In case of the "Regret to Quote" , it should be submitted in tender box within due date and time. Late offer will be returned to vendors in sealed condition.
 - ✓ Forward quotation / offer for this tender within due date and time. In case of not quoting' please send 'regret letter' which is a mandatory requirement. In case we do not receive offer / regret letter from you, we treat as 'Regret to quote' for this tender by you. In case of non receipt of "Regret Letter or Offer" it will be treated as "Regret to Quote" for this enquiry.
 - ✓ In case of rejection due to (a) pre qualification grounds, (b) commercial grounds or (c) technical grounds, the sealed price bids will be returned back to respective vendors after release of PO and receipt of order Acknowledgement from the successful bidder.
 - ✓ PBG to be sent by issuing bank directly to BHEL, Purchase department. PBG shall be from any one of the BHEL consortium banks only.
 - ✓ All bank charges to vendors account only,
 - ✓ Please quote your best, lowest, competitive, reasonable offer. Please indicate the prices in both figures & words.
 - ✓ Please sign the offers. Unsigned bids/offers may not be considered & the offer is liable for rejection.
 - ✓ Filled in BHEL standard terms and conditions should be submitted in original only. Zerox copy should not be attached.
 - ✓ In case of quotes submitted in multiple currencies, Bidder shall ensure submission of relevant filled in Indigenous/Imported BHEL standard commercial terms & conditions without fail.
 - ✓ If an indian representative/associate/liaison office quotes on behalf of a foreign based BIDDER, such representative shall furnish compulsorily the following documents :
 - i) Authorization letter to quote and negotiate on behalf of such foreign-based BIDDER.
 - ii) Undertaking from such foreign based BIDDER that such contract will be honoured and executed according to agreed scope of supply and commercial terms and conditions.
 - iii) Undertaking shall be furnished by the Indian representative stating that the co-ordination and smooth execution of the contract and settlement of shortages/damages/replacement/repair of imported scope till system is commissioned and handedover to customer will be the sole responsibility of the Indian representative/associates/agent/liaison office.
- Note : Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further in cases where an agent participates in a tender on behalf of one manufacturer, he will not be allowed to quote on behalf of other manufacturer alongwith first in a subsequent / parallel tender for the same item. Enclosed BHEL guidelines for regulation of agents of Foreign principals shall be complied.*
- ✓ Packing list should be provided inside each box.
 - ✓ All bank charges (inside and outside of India) are to vendors account only.
 - ✓ Customs clearance, customs duty payment will be to BHEL account after the consignment is received at Indian Airport.

PURCHASE EXECUTIVE



Electronics Division, Bangalore

BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR INDIGENOUS SCOPE OF SUPPLY

RFQ. NO. & DATE : PKN000003& DATED 23.12.2013

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
01	PRICE BASIS	Firm i.e., from the date of PO to completion of supply if E&C is not applicable. If E&C is in supplier's scope, then the prices shall remain Firm till commissioning & handing-over of the complete system. (PVC clause not acceptable).	AGREE	
02	VALIDITY	Valid upto 8 weeks from the date of opening of price Bid (not technical bid), /date of Reverse Auction.	AGREE	
03	TERMS OF DELIVERY	Ex works (including Packing & Forwarding charges but excluding Taxes and Duties). Packing shall be roadworthy, best suited for multiple transshipments and to take care of transit damages. Indicate Station of despatch : Indicate place of manufacturing: Indicate type & method of packing being adopted:	AGREE _____ _____ _____	
04	DESTINATION	Items are for direct despatch to BHEL's customer site located at : as per SCC, Road Permit if applicable will be issued by BHEL alongwith Despatch Clearance. Hence, vendor may take a special note to indicate whether Central Sales Tax or Local State Sales Tax or VAT will be applicable.	AGREE	
05	DOCUMENTS (Pl. see loading Factor)	Along with quotation : As called in purchase specification shall be furnished alongwith un-priced bid. If not called in Purchase Specification then vendor shall submit two sets of Original catalogues, Data sheets, Bill of materials, Dimensional drawings, mounting details and any other relevant documents with un-priced bid. After issue of PO: As called in Purchase specification for the complete scope of supply within two weeks on receipt of PO for BHEL/ customer/consultant approval. If not called in Purchase Specification then vendor shall submit two sets of Drawings, Bill of materials, data sheets, Catalogues, Quality plan, Test procedure and Type Test Report for the complete scope of supply within Two weeks on receipt of PO for BHEL / Customer / Consultant approval.	AGREE	



RFQ No.: PKN0000032 DATED 23.12.2013

Electronics Division, Bangalore**BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR INDIGENOUS SCOPE OF SUPPLY**

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
06	PENALTY (FOR DELAY IN SUBMISSION OF DOCUMENTS FOR BHEL / CUSTOMER APPROVAL) : (PI see loading factor)	<p>In the event of delay in submission of complete set of documents (including soft copy wherever applicable) in required sets beyond 2 weeks from receipt of Purchase order (vendor to confirm date of receipt of PO in writing), Penalty @ 2% (two percent) per week but limited to a max. of 10% (Ten percent) value of the basic material value will be applicable.</p> <p>Penalty if applicable shall be deducted at the time of settlement of 75% payment.</p> <p>If penalty is applicable for duration of less than a week penalty @ 2% (two percent) of the basic material value will be charged.</p>	AGREE	
07	EXCISE DUTY & EDUCATION CESS	<p>To confirm whether applicable. If applicable, indicate prevailing rate of Excise duty and maximum rate of Excise duty (against proof of Excise Invoice) However, for calculation purpose and arriving at "Total cost to BHEL" maximum rate of Excise Duty will be considered. In case Excise Duty remain FIRM throughout the contract, the same shall be specifically indicated. Otherwise, maximum Excise duty will be considered for arriving at lowest bidder. However, reimbursement of Excise Duty shall be at actuals against proof of Excise Invoice only.</p>	<p>AGREE</p> <p>Excise Duty rate at present%</p> <p>Maximum rate of Excise duty%</p> <p>Education Cess.....%</p>	

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VENDOR'S SIGNATURE WITH SEAL



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Electronics Division, Bangalore

BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR INDIGENOUS SCOPE OF SUPPLY

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
08	IN CASE PROJECT IS DEEMED EXPORT, MEGA AND NON MEGA AND WON AGAINST INTERNATIONAL COMPITITIVE BIDDING (ICB)	<p>In case vendor is importing any raw materials / components for the enquired item, same are eligible for Zero Customs duty. As per para 8.7 of Hand Book of procedures of EXIM policy, BHEL will part the import licence with the vendors to obtain import licence by themselves and custom clear the raw materials/ components by availing zero customs duty. Hence, please furnish list of raw materials / components to be imported by you with Quantity and CIF value (for which BHEL has to share import licence). The benefit due to the above shall be passed on to BHEL and confirmed in the quotation.</p> <p>If there are no imported raw materials/components, same shall be confirmed in the offer. Excise duty is fully exempted. Necessary documents for availing Excise duty Exemption by suppliers will be furnished by BHEL.</p>	<p>Agreed</p> <p>Furnished</p> <p>Yes, benefit passed-on to BHEL in the quotation.</p> <p>We, confirm that there are no imported components.</p>	
09.	IN-CASE PROJECT IS DEEMED EXPORT, WON AGAINST INTERNATIONAL COMPITITIVE BIDDING (ICB) BUT NOT A MEGA PROJECT.	<p>The project is eligible for claiming Terminal Excise duty benefit from DGFT as per present EXIM policy. PL Confirm that you will submit (original)</p> <p>a) Disclaimer Certificate.</p> <p>b) Copy of Excise Invoice attested by Suptd of Central excise authorities with signature & seal, in Blue ink to enable BHEL to claim terminal Excise duty benefit from DGFT.</p>	CONFIRMED	
10	SALES TAX	<p>To confirm whether applicable. If applicable, indicate current rate of sales tax against form "C" For issue of form "C", vendor has to furnish "E1/E2" form</p> <p>Please confirm that "E1/E2 Sale form" will be submitted</p> <p>For physical export project, Sales Tax is exempted against submission of necessary documents by BHEL. However, vendor to indicate rate of Sales Tax applicable (against form 'C/37') for the item enquired.</p>	<p>AGREE</p> <p>Sales Tax rate at present.....%</p> <p>CONFIRMED</p>	

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SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
		<p>Note : Please see the state indicated above SI. No. 4 (Page 1 of 11) to which materials to be despatched before indicating rate of Sales Tax.</p> <p>Furnish following :</p> <p>CST Regn No.</p> <p>LST Regn No.</p> <p>TIN No.</p>	INDICATED	
11	VALUE ADDED TAX	<p>Since it is inter-state movement of goods, VAT is not applicable. Only CST against form C is applicable.</p> <p>OR</p> <p>Both are in the same State, VAT is applicable please indicate VAT applicable @ _____ %</p>	<p>AGREE</p> <p>QUOTED</p>	
12	OCTROI	To confirm whether applicable, if applicable indicate current rate of Octroi _____ %	AGREE	
13	SERVICE TAX ON E & C & TRAINING CHARGES	<p>To confirm whether applicable, if applicable indicate current rate of Service Tax _____ %</p> <p><i>Furnish following :</i></p> <p><i>Service Tax Regn. No.</i></p> <p><i>Confirmation that Service Tax register is maintained.</i></p>	<p>AGREE</p> <p>FURNISHED CONFIRMED</p>	
14	FREIGHT CHARGES	<p>Freight charges shall be to vendor's account. Please indicate Freight charges separately as lumpsum charges in priced offer, Plus service tax if any.</p> <p>Vendor's offer will be evaluated on "Total cost basis" including freight charges.</p> <p>Vendor shall book the consignment through their approved Road carriers on "Freight pre-paid" door delivery consignee copy attached basis, and freight charges to be claimed from BHEL through a</p>	<p>Agreed and quoted in lumpsum with Service Tax in price bid</p> <p>Service Tax _____ %</p>	

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		<p>separate Invoice against proof of L/R copy and original money receipt and transporter bill to vendor received from the Transporter. The freight charges will be reimbursed to vendor, limited to freight quoted by the vendor in his offer or actual payment made to Transporter, whichever is lower.</p> <p>Vendor shall furnish following details alongwith Freight payment Bill :</p> <ul style="list-style-type: none"> a) Net weight b) Gross weight c) Volume of each package d) No. of packages e) Loose items, if any f) Distance from vendor's works to destination. <p>This is needed for justifying freight amount quoted by you.</p>		
15	<p>TRANSIT INSURANCE</p> <p>(To BHEL A/c)</p>	<p>By BHEL/BHEL power sector/Customer. Insurance Agency will be indicated in despatch clearance letter/fax /E-mail issued by BHEL. Immediately after despatch of material the vendor should intimate by fax/e-mail/ courier to the insurance agency directly for covering insurance and a copy of such intimation sent to insurance agency Indicated in the despatch instructions directly by vendor should be given to BHEL alongwith despatch documents for payment</p> <p><u>NOTE</u> : BHEL will not send insurance intimations to insurance company on your behalf. Hence it is your responsibility to intimate to insurance agency.</p>	AGREE	

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Electronics Division, Bangalore

BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR INDIGENOUS SCOPE OF SUPPLY

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
16	DELIVERY PERIOD (Pl. see loading Factor)	For Sagardighi 2 units: within 8 weeks from document approval or mfg clns by BHEL whichever is earlier .For balance projects plz ref SCC.	AGREE	
17	WARRANTY (Pl. see loading Factor)	30 months from the date of despatch or 24 months from the date of commissioning whichever is earlier.	AGREE	
18	TERMS OF PAYMENT (FOR MATERIAL SUPPLY & TYPE TEST CHARGES) (Pl. see loading Factor)	<p>a) 75 % basic + 100% Taxes , Duties and freight charges with 45 days credit from the date of receipt of complete set of original despatch documents . Original Performance Bank Guarantee to be sent by issuing bank directly to BHEL and PBG is mandatory.</p> <p>Original consignee copy of L/R (lorry receipt) shall accompany the goods.</p> <p>Note : In case PBG is not furnished only 65 % payment will be released against 75 % claim without the consent of Vendor.</p> <p>This 10% basic amount withhold amount towards PBG will be paid against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after 36 months from the date of despatch provided BHEL Commercial Dept. confirms that there is no site issue pending for this P.O. items supplied by you.</p> <p>b) Balance 10% basic amount with 30 days credit from receipt of materials at site against material receipt certificate (MRC). i.e. acknowledgement/seal on backside of the LR for having received the consignment by consignee and proof of supply of O&M manuals in requisite sets, against a supplementary Invoice alongwith MOM copy of site .</p> <p>c) Balance 15% basic amount with 30 days credit on completion of Erection & commissioning work on pro-rata basis against supplementary Invoice with "Proof of completion of E&C" (like MOM, Site protocol, Job completion certificate), signed by BHEL site office or Customer and your representative.</p> <p>Note : No advance will be paid and no inland L/C will be accepted. Payment thro' bank may not be acceptable to BHEL (as all payments or made thro' EFT only) Hence please avoid payment thro' bank.</p>	AGREE	

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	TERMS OF PAYMENT (FOR E&C)	100% Lumpsum E&C / Installation charges with Service Tax (if applicable) shall be paid with 30 days credit on completion of Erection & commissioning work on pro-rata basis against submission of "Proof of completion of E&C"(like MOM, Site protocol, Job completion certificate), signed by BHEL site office or Customer and vendors' representative. Separate Invoice shall be submitted for charges towards E&C payment.	AGREE	
	TERMS OF PAYMENT (FOR TRAINING)	100% payable with 30 days credit on completion of Training. Separate invoice shall be submitted for Training charges	AGREE	
	TERMS OF PAYMENT (FOR ENGINEERING & DOCUMENTATION CHARGES)	100% with 30 days credit on approval of final documents. Separate invoice to be submitted for Engineering & documentation charges	AGREE	
19	GENERAL	BHEL has discontinued cheque payments and all payments will be through Electronic fund Transfer (EFT) only. Please provide necessary details (if you have not furnished earlier) in the BHEL's standard format.	AGREE	
20	SHORTAGES / DAMAGES	In the event of shortage/damage on receipt of goods and on opening of packages at site, all such shortages/damages shall be made good within reasonable time of such intimation and cost of such material will be reimbursed only on settlement of Insurance claim limited to insurance settled amount.	AGREE	
21	PENALTY (Pl. see loading Factor)	In the event of delay in agreed contractual delivery, penalty @ 2 % (two percent) per week but limited to a max of 10% (Ten percent) value of undelivered portion (basic material cost) will be applicable. Date of issue of inspection call by vendor along with test certificates / Test Reports / Certificate of Conformance / Calibration reports, as proof of completion of manufacturing will be treated as date of despatch for penalty calculation. In the absence of furnishing such relevant above cited document as proof of completion of manufacturing alongwith inspection call, actual date of Inspection will be considered as date of despatch, and BHEL will not be responsible for delay in actual date of inspection. Hence please issue inspection call with test certificates/ reports compulsorily to avoid penalty.	AGREE	

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		<p>Penalty will be applicable after 8 weeks for Sagardighi & Muzafferpur and 16 weeks for other projects from the date of document approval or manufacturing clearance, whichever is earlier .For balance projects plz ref SCC.</p> <p>Penalty if applicable shall be deducted at the time of settlement of 75 % payment.</p> <p>If penalty is applicable for duration of less than a week, penalty @2 % (two percent) of the basic material value will be charged.</p> <p>In case of vendor availing Duty concession under duty free licence under para No. 8.7 of EXIM policy procedure, any delay in furnishing documents for this purpose by BHEL will be suitably adjusted while calculating penalty.</p>		
22	<p>PERFORMANCE BANK GUARANTEE</p> <p>(Mandatory)</p>	<p>Original PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format only (Annexure-II), directly by issuing bank to BHEL for processing 75% payment.</p> <p>PBG shall be valid for 30 months + 6 months claim period from date of despatch (totally 36 months from the date of despatch)</p> <p>PBG shall be from any of the BHEL consortium Bankers as per Annexure-III(b), and banker should send PBG directly to BHEL please see instruction for PBG submission attached - Annexure - III(a)</p> <p>Please indicate the Banker name from whom PBG will Issuing bank name be furnished without fail.</p> <p>PBG proforma enclosed. If PBG is not submitted as per enclosed BHEL standard proforma, i.e., PBG is submitted in Vendor's format (other than BHEL proforma) or quoted Revolving PBG, it will be treated as Vendor has not agreed for PBG clause (non-submission of PBG only) and price will be loaded as per the loading factors enclosed(Annexure - I) to arrive at " total cost to BHEL" and BHEL reserves the right to commercially reject the offer when the item enquired demands performance bank guarantee.</p>	<p>AGREE</p> <p>Issuing Bank Name indicated</p>	

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23	INSPECTION	<p>Prior written notice of atleast 7 days shall be given along with 2 sets of internal test certificates/COC and applicable test certificates. Materials will be inspected by BHEL-EDN-QS/CQS or M/s PDIL (BHEL authorised Inspection Agency) or Customer / Consultant or jointly by BHEL & Customer / consultant.</p> <p>All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL-EDN, Bangalore for verification/acceptance and issue of despatch clearance.</p>	AGREE	
24	MODE OF DESPATCH	By road on door delivery Consignee Copy attached basis as per BHEL despatch instructions through your approved transporters, only on receipt of despatch clearance from BHEL.	AGREE	
25	DESPATCH DOCUMENTS	<p>Complete set of despatch documents in 3 sets shall be forwarded to BHEL directly. Despatch documents include Commercial Invoice, Excise Invoice (if ED is applicable), Lorry receipt (L/R), Packing list, Warranty certificate, Insurance intimation letter, "NIL" short shipment certificate and Original Performance Bank Guarantee (Directly from issuing bank to BHEL).</p> <p>One set of Invoice, Packing list and L/R shall be faxed immediately after despatch to BHEL-EDN, Bangalore.</p>	AGREE	
26	O & M MANUALS	As built Drawings, O & M Manuals and other approved documents in 2 sets shall be furnished immediately after despatch directly to BHEL Purchase Dept., 1 set of above shall also be sent in soft media (CD ROM). Two sets of hard copies of above shall be directly despatched to site along with the material.	AGREE	

BHEL-EDN

VENDOR'S SIGNATURE WITH SEAL



RFQ No.: PKN0000032 DATED 23.12.2013

Electronics Division, Bangalore

BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR INDIGENOUS SCOPE OF SUPPLY

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
		Note : Supply of above documents (O&M) in required No. of sets along with Despatch documents and material shall be indicated in packing list. If not mentioned BHEL may insist for submission in required sets once again.		
27	SPLIT ORDERING	As per details given in SCCÈ	AGREE	
28	QUANTITY TOLERANCE	Please indicate Quantity tolerance applicable in each of the line item wherever Quantity tolerance applicable for the Quoted items.	CONFIRMED	QUANTITY TOLERANCE%PER VARIETY
29	SLAB RATE	Slab rate as per SCCÈ	AGREE	
30	SPECIAL CLASS (EXCISE DUTY) DRAW BACK FROM DGFT)	Following documents (Original) shall be submitted for availing Excise duty draw back benefit from DGFT along with despatch documents to BHEL EDN, Bangalore a) Disclaimer certificate as per the proforma, which will be, sent with the PO. b) Copy of Excise Invoice duly attested by Suptd of Central Excise (signature in blue ink & seal) Pl. refer enclosure to RFQ.	AGREE	
31	ERECTION & COMMISSIONING (E & C) / INSTALLATION / ASSEMBLY AT SITE	Indicate lumpsum charges (includes To & Fro Fare, Boarding, Lodging, Local Conveyance, etc.) for Supervision of Erection, Commissioning and handingover to customer. The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning check list and service taxes if any to consider for arriving at total cost to BHEL. <i>Note : If E&C is not quoted (wherever called for in the BHEL purchase specification) BHEL reserve the right to reject your offer. If lumpsum charges are not quoted, offer may be rejected.</i>	AGREE & CONFIRMED QUOTED IN LUMP SUM CHARGES IN PRICE BID	

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Electronics Division, Bangalore

BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR INDIGENOUS SCOPE OF SUPPLY

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
32	REVERSE AUCTION	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 to 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." Information and General Terms and Conditions governing RA given Annexure - IV.	AGREE	
33	SPECIAL CLAUSE APPLICABLE FOR EXPORT JOB ONLY	Article packed with raw/solid wood packing material CLAUSE should be treated as per ISPM 15 (fumigation) and APPLICABLE accomplished by Phytosanitary/Fumigation certificate. DESTINATION SEA PORT / AIR PORT IN INDIA...	AGREE	
34	EXTENDED WARRANTY	Please indicate charges if any, in % of Total Basic material value for extended warranty per annum, if BHEL decides to have at later stage. Please note, extended warranty charges will not be considered for evaluation of lowest bidder.	AGREE -----%	

THE ABOVE FILLED-IN AND SIGNED DOCUMENT SHALL BE FURNISHED AS PART OF UN-PRICED CUM - TECHNICAL BID WITHOUT FAIL (IN ORIGINAL).

NOTE : LOWEST BIDDER WILL BE DECIDED BASED ON THE "TOTAL COST TO BHEL" BASIS INCLUDING LOADING FACTORS (FOR DEVIATIONS TO BHEL STANDARD COMMERCIAL TERMS & CONDITIONS).

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Electronics Division, Bangalore**BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR IMPORTED SCOPE OF SUPPLY**

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
01	COUNTRY OF ORIGIN & PLACE OF MANUFACTURING	PL INDICATE FOR THE TOTAL SCOPE OF SUPPLY COUNTRY OF ORIGIN PLACE OF MANUFACTURING (TOTAL PACKAGES)	FURNISHED	
02	NAME & ADDRESS OF THE BIDDER : A) IN PURCHASE ORDER B) IN LETTER OF CREDIT		FURNISHED	
03	NAME ADDRESS OF FOREIGN BANK ACCOUNT NO. & SWIFT CODE		FURNISHED	
04	PRICE BASIS & CURRENCY	Firm i.e., from the PO date to completion of supply (Price variation Clause not acceptable). Currency :	AGREE	
05	VALIDITY	Valid up to 8 weeks from the date of opening of price Bid (not technical bid).	AGREE	
06.	TERMS OF DELIVERY	Price offered shall be for goods packed and delivered F. C.A. (named International Airport/ Seaport) including Packing, Forwarding, Handling, Ancillary charges like processing of Sight Draft , negotiation of Bank Documents, Export declaration, Certificate of Origin, etc. Packing shall be Airworthy, best suited for transshipment and to take care of transit damages. Indicate Name of International Airport Indicate method of packing done:	AGREE	

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Electronics Division, Bangalore**BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR IMPORTED SCOPE OF SUPPLY**

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
		<p><i>Note : Name of Airport to be selected from any one of the ports indicated in Annexure-V which are acceptable BHEL ports.</i></p> <p><i>BHEL will do Customs Clearance after payment of Customs Duty as applicable at the time of customs clearance.</i></p>		
07	<p>DOCUMENTS (Pl. see loading Factor)</p>	<p>ALONG WITH QUOTATION : As called in Purchase specification shall be furnished alongwith un-price bid.</p> <p>If not called in Purchase Specification then vendor shall submit 2 sets of Original catalogues, Data sheets, Bill of materials, Dimensional drawings, mounting details and any other relevant documents with un-priced bid.</p> <p>After issue of PO : As called in Purchase specification. For the complete scope of supply within 2 weeks from receipt of PO for BHEL/ customer/consultant approval.</p> <p>If not called in Purchase Specification then vendor shall submit 2 sets of Drawings, Bill of materials data sheets, Catalogues, Quality Plan, Test procedure and Type Test report for the complete scope of supply within two weeks on receipt of PO for BHEL/ Customer/ Consultant approval.</p>	AGREE	
08.	<p>PENALTY (FOR DELAY IN SUBMISSION OF DOCUMENTS FOR BHEL/ CUSTOMER APPROVAL) : (Pl. see loading Factor)</p>	<p>In the event of delay in submission of complete set of documents (including soft copy) in required sets beyond 2 weeks from receipt of Purchase order, (vendor to confirm date of receipt of PO in Writing) Penalty @ 2% (Two Percent) per week but limited to a max of 10% (Ten percent) value of the basic material cost will be applicable.</p> <p>Penalty if applicable shall be deducted at the time of settlement of 90% payment.</p> <p>If penalty is applicable for duration of less than a week, penalty @ 2% (Two percent) of the basic material value will be charged.</p>	AGREE	

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Electronics Division, Bangalore**BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR IMPORTED SCOPE OF SUPPLY**

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
09	TRANSIT INSURANCE	By BHEL. Insurance Agency Name, Policy No. will be indicated in PO. Vendor to send despatch details by fax to Insurance Agency after items are despatched without fail and copy of same to be submitted along with negotiable documents.	AGREE	
10	DELIVERY PERIOD (Pl. see loading Factor)	For Sagardighi 2 units : within 8 weeks from document approval or mfg claims by BHEL. whichever is earlier. For other project ref SCC.	AGREE	
11	WARRANTY (Pl. see loading Factor)	30 months from the date of despatch or 24 months from the date of commissioning whichever is earlier. Please indicate charges if any, in % of Total Basic material value for extended warranty per annum, if BHEL decides to have at later stage. Please note, extended warranty charges will not be considered for evaluation of lowest bidder.	AGREE -----%	
12	TERMS OF PAYMENT (FOR MATERIAL SUPPLY) (Pl. see loading Factor)	Against " SIGHT DRAFT " on presentation of documents to our Bankers. The payment terms are as follows : a) 90% is payable on negotiation of complete set of original documents including original performance Bank Guarantee . Note : In case PBG is not furnished only 80 % payment will be released against 90 % claim. Hence claim only 80 %. b) Balance 10% on 60th day from the date of Air Way Bill / Bill of Lading & against specific authorisation by BHEL. Note : No advance payment will be made.	AGREE	
13	SHORTAGES/DAMAGES AT CUSTOMER SITE	In the event of shortage / damage on receipt of goods and on opening of packages at site all such shortages / damages shall be made good within reasonable time of such intimation and cost of such material will be reimbursed only on settlement of Insurance claim limited to insurance settled amount.	AGREE	

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Electronics Division, Bangalore**BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR IMPORTED SCOPE OF SUPPLY**

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
16	TEST REPORTS / CALIBRATION REPORTS	<p>Shall be furnished / faxed immediately on completion of testing to BHEL for verification</p> <p>All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL-EDN, Bangalore for verification / acceptance and issue of despatch clearance.</p>	AGREE	
17	MODE OF DESPATCH	BY Air / sea freight on receipt of despatch clearance from BHEL and through BHEL approved Consolidator / freight Forwarder .	AGREE	
18	DOCUMENTS DESPATCH	<p>Complete set of despatch documents shall be forwarded to BHEL directly. Despatch documents include AWB / BOL, Invoice, Packing list, Country of origin certificate, Original performance Bank Guarantee, Warranty certificate, O & M manuals and Insurance intimation letter.</p> <p>One copy of Invoice, Packing list and A WB / BOL shall be faxed immediately after despatch. Also one copy of packing list to be kept inside each box for easy identification of material at site.</p> <p>Note : The Invoice shall be complete with item Nomenclature, Description, Unit, Quantity as per Purchase Order. Deviation to these will lead to financial losses to BHEL during Custom Clearance, which will have to be borne by Vendor only.</p>	AGREE	
19	WEIGHT & VOLUME	<p>Please indicate following for calculating Freight charges (approximate) :</p> <p>a) Total Net Weight of the package/s.</p> <p>b) Total Gross weight of the package/s.</p> <p>c) VOLUME : Length (L) X Breadth (B) X Height (H) in feet X No. of packages. Please keep one copy of packing slip inside box.</p>	FURNISHED	
20	O & M MANUALS	<p>As built Drawings, O&M Manuals and other approved documents in 2 sets shall be furnished immediately after despatch to BHEL directly.</p> <p>1 set of above also shall be sent in soft media (CD ROM) wherever called in specification</p> <p>Two sets of hard copies shall be directly despatched to site alongwith the material.</p> <p>Refer Specification for details.</p>	AGREE	

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Electronics Division, Bangalore**BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR IMPORTED SCOPE OF SUPPLY**

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
		Note : Supply of above documents (O&M) in required No. of sets along with Despatch documents and material shall be indicated in packing slip. If not mentioned, BHEL may insist above in required No. of sets.		
21	SPLIT ORDERING	As per details given in SCC	AGREE	
22	QUANTITY TOLERANCE	Wherever Purchase specification indicate quantity tolerance, it is to be confirmed. It may be confirmed as per Vendor's company norms. This is applicable for items having running length like Impluse Pipes, Cables, etc. For Impluse/ seamless pipes one random length of (+) plus 6 metres applicable for each variety.	CONFIRMED	QUANTITY TOLERANCE% PER ITEM
23	SLAB RATE	Slab rates as per details given in SCC	AGREE	
24	PARTIAL SHIPMENT	NOT ALLOWED WITH IN A PROJECT	NOTED	
25	TRANSHIPMENT	ALLOWED	NOTED	
26	DESPATCH CLEARANCE	BHEL will issue despatch clearance on receipt Test Certificates/calibration reports/ Certificates of Conformance and review / verification o f the same. Goods shall not be despatched without obtaining despatch clearance from BHEL.	AGREE	
27	REPAIR OF COMPONENTS	For imported items, during commissioning/ warranty period, repair of failed components will be undertaken by your Indian representative M/s. _____ and if repair is not possible in India, then free replacement of components will be made by Foreign vendor without any commercial implications to BHEL.	AGREE INDIAN REPRESENTATIVE NAME INDICATED	

BHEL-EDN

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Electronics Division, Bangalore**BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR IMPORTED SCOPE OF SUPPLY**

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
28	REMARKS	<p>Please note all the above will form part of Purchase Order and in case Vendor asks for payments, through letter of credit, all the above agreed terms will form part of letter of credit.</p> <p>In case Indian representative quotes on behalf of their Foreign counterpart, acceptance to the above terms are to be confirmed in writing by foreign vendor without fail and such confirmation shall be furnished as part of the un-priced bid.</p>	AGREE	
29	REVERSE AUCTION	<p>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 to 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." Information and General Terms and Conditions governing RA given Annexure - IV.</p>	AGREE	
30	SPECIAL CLAUSE	<p>Articles packed with raw/solid wood packing material should be treated as per ISPM-15 and accomplished by a phytosanitary Certificate.</p>	AGREE	

THE ABOVE FILLED-IN AND SIGNED DOCUMENT SHALL BE FURNISHED AS PART OF UN-PRICED CUM-TECHNICAL BID WITHOUT FAIL.

NOTE : LOWEST BIDDER WILL BE DECIDED BASED ON THE "TOTAL COST TO BHEL" BASIS INCLUDING LOADING FACTORS (FOR DEVIATIONS TO BHEL STANDARD COMMERCIAL TERMS & CONDITIONS).

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Electronics Division, Bangalore**BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FORHSS SCOPE OF SUPPLY**

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
01	COUNTRY OF ORIGIN & PLACE OF MANUFACTURE - RING	PL INDICATE FOR THE TOTAL SCOPE OF SUPPLY COUNTRY OF ORIGIN PLACE OF MANUFACTURING (TOTAL PACKAGES)	FURNISHED	
02	NAME & ADDRESS OF THE BIDDER : A) IN PURCHASE ORDER		FURNISHED	
03	NAME ADDRESS OF FOREIGN BANK ACCOUNT NO. & SWIFT CODE		FURNISHED	
04	PRICE BASIS & CURRENCY	Firm i.e., from the PO date to completion of supply (Price variation Clause not acceptable). Currency :	AGREE	
05	VALIDITY	Valid up to 8 weeks from the date of opening of price Bid (not technical bid).	AGREE	
06.	TERMS OF DELIVERY	Price offered shall be for goods packed and delivered C.I.F, MUMBAI / BANGALORE including Packing, Forwarding, Handling, Ancillary charges like processing of Sight Draft , negotiation of Bank Documents, Export declaration, Certificate of Origin, etc. Packing shall be Airworthy, best suited for transshipment and to take care of transit damages Indicate Name of International Airport Indicate method of packing done:	AGREE	

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Electronics Division, Bangalore

BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FORHSS SCOPE OF SUPPLY

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
		<p>Note : Name of Airport to be selected from any one of the ports indicated in Annexure-V which are acceptable BHEL ports.</p> <p>BHEL will do Customs Clearance after payment of Customs Duty as applicable at the time of customs clearance.</p>		
07	<p>DOCUMENTS (Pl. see loading Factor)</p>	<p>ALONG WITH QUOTATION : As called in Purchase specification shall be furnished alongwith un-price bid.</p> <p>If not called in Purchase Specification then vendor shall submit 2 sets of Original catalogues, Data sheets, Bill of materials, Dimensional drawings, mounting details and any other relevant documents with un-priced bid.</p> <p>After issue of PO : As called in Purchase specification. For the complete scope of supply within 2 weeks from receipt of PO for BHEL/ customer/consultant approval.</p> <p>If not called in Purchase Specification then vendor shall submit 2 sets of Drawings, Bill of materials data sheets, Catalogues, Quality Plan, Test procedure and Type Test report for the complete scope of supply within two weeks on receipt of PO for BHEL/ Customer/ Consultant approval.</p>	AGREE	
08.	<p>PENALTY (FOR DELAY IN SUBMISSION OF DOCUMENTS FOR BHEL/ CUSTOMER APPROVAL) : (Pl. see loading Factor)</p>	<p>In the event of delay in submission of complete set of documents (including soft copy) in required sets beyond 2 weeks from receipt of Purchase order, (vendor to confirm date of receipt of PO in Writing) Penalty @ 2% (Two Percent) per week but limited to a max of 10% (Ten percent) value of the basic material cost will be applicable.</p> <p>Penalty if applicable shall be deducted at the time of settlement of 90% payment.</p> <p>If penalty is applicable for duration of less than a week, penalty @ 2% (Two percent) of the basic material value will be charged.</p>	AGREE	

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Electronics Division, Bangalore**BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR HSS SCOPE OF SUPPLY**

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
09	TRANSIT INSURANCE	By BHEL. Insurance Agency Name, Policy No. will be indicated in PO. Vendor to send despatch details by fax to Insurance Agency after items are despatched without fail and copy of same to be submitted along with negotiable documents.	AGREE	
10	DELIVERY PERIOD (Pl. see loading Factor)	For Sagardighi 2 units : within 8 weeks from document approval or mfg clms by BHEL. whichever is earlier. For other project] • Ā ^ - Δ ! Ā Ū Ô È	AGREE	
11	WARRANTY (Pl. see loading Factor)	30 months from the date of despatch or 24 months from the date of commissioning whichever is earlier. Please indicate charges if any, in % of Total Basic material value for extended warranty per annum, if BHEL decides to have at later stage. Please note, extended warranty charges will not be considered for evaluation of lowest bidder.	AGREE -----%	
12	TERMS OF PAYMENT (FOR MATERIAL SUPPLY) (Pl. see loading Factor)	a) 90 % of CIF value with 45 days credit from the date of exchange of original High Sea Sales documents. Original Performance Bank Garrantee (Received from bank directly) also should be submitted along with 90 % claim. . b) Balance 10% on 60th day from the date of Air Way Bill / BOL & against specific authorisation by BHEL. Note : No advance payment will be made.	AGREE	
13	SHORTAGES/ DAMAGES AT CUSTOMER SITE	In the event of shortage / damage on receipt of goods and on opening of packages at site all such shortages / damages shall be made good within reasonable time of such intimation and cost of such material will be reimbursed only on settlement of Insurance claim limited to insurance settled amount.	AGREE	

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Electronics Division, Bangalore

BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR HSS SCOPE OF SUPPLY

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
14	PENALTY (Pl. see loading Factor)	<p>In the event of delay in agreed contractual delivery, penalty @ 2 % (two percent) per week but limited to a max of 10% (Ten percent) value of undelivered basic material (excluding packing) portion will be applicable. Date of issue of test certificates / Test Reports / Certificate of Conformance / Calibration reports, as proof of completion of manufacturing will be treated as date of despatch for penalty calculation. Penalty will be applicable after 8 weeks for Sagardighi & Muzafferpur and 16 weeks for other projects from the date of document approval or manufacturing clearance, whichever is earlier.</p> <p>Penalty if applicable shall be deducted at the time of settlement of 90% payment. Penalty if any will be indicated in Despatch Clearance letter.</p> <p>If penalty is applicable for duration of less than a week, penalty @2 % (two percent) of the basic material value will be charged.</p>	AGREE	
15	PERFORMANCE BANK GUARANTEE (PBG) (Pl. see loading Factor)	<p>PBG for 10% of the basic material cost shall be furnished strictly in the BHEL prescribed format only (Annexure-II), directly to BHEL from issuing bank for payment. Copy of PBG shall be furnished to BHEL.</p> <p>PBG shall be valid for 30 months + 6 months claim period (totally 36 months) from the date of despatch PBG proforma enclosed herewith (Annexure-II).</p> <p>If PBG is not submitted as per enclosed BHEL standard proforma, i.e., PBG is submitted in Vendor's format (other than BHEL proforma), it will be treated as Vendor has not agreed for PBG clause (non-submission of PBG only) and price will be loaded as per the loading factors enclosed (Annexure-I) to arrive at " total cost to BHEL".</p>	AGREE	

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Electronics Division, Bangalore**BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR HSS SCOPE OF SUPPLY**

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
16	TEST REPORTS / CALIBRATION REPORTS	<p>Shall be furnished / faxed immediately on completion of testing to BHEL for verification</p> <p>All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL-EDN, Bangalore for verification / acceptance and issue of despatch clearance.</p>	AGREE	
17	MODE OF DESPATCH	BY Air / Sea freight on receipt of despatch clearance from BHEL and through your Consolidator /freight Forwarder.	AGREE	
18	DOCUMENTS DESPATCH	<p>Complete set of despatch documents shall be forwarded to BHEL directly. Despatch documents include AWB, Invoice from OEM, in forign currancy and Invoice from Indian representative / agent in INR, Packing list, Country of origin certificate, Original performance Bank Guarantee, Warranty certificate, O & M manuals and Insurance intimation letter.</p> <p>One copy of Invoice, Packing list and AW B/BOL shall be faxed immediately after despatch. Also one copy of packing list to be kept inside each box for easy identification of material at site.</p> <p>Note : The Invoice shall be complete with item Nomenclature, Description, Unit, Quantity as per Purchase Order. Deviation to these will lead to financial losses to BHEL during Custom Clearance, which will have to be borne by Vendor only.</p>	AGREE	
19	WEIGHT & VOLUME	<p>Please indicate following for calculating Freight charges (approximate) :</p> <p>a) Total Net Weight of the package/s.</p> <p>b) Total Gross weight of the package/s.</p> <p>c) VOLUME : Length (L) X Breadth (B) X Height (H) in feet X No. of packages. Please keep one copy of packing slip inside box.</p>	FURNISHED	
20	O & M MANUALS	<p>As built Drawings, O&M Manuals and other approved documents in 2 sets shall be furnished immediately after despatch to BHEL directly.</p> <p>1 set of above also shall be sent in soft media (CD ROM) wherever called in specification</p> <p>Two sets of hard copies shall be directly despatched to site alongwith the material.</p> <p>Refer Specification for details.</p>	AGREE	

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Electronics Division, Bangalore**BHEL STANDARD COMMERCIAL TERMS AND CONDITIONS FOR HSS SCOPE OF SUPPLY**

SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
		Note : Supply of above documents (O&M) in required No. of sets along with Despatch documents and material shall be indicated in packing slip. If not mentioned, BHEL may insist above in required No. of sets.		
21	SPLIT ORDERING	Package purchase as per details given in SCC	AGREE	
22	QUANTITY TOLERANCE	Wherever Purchase specification indicate quantity tolerance, it is to be confirmed. It may be confirmed as per Vendor's company norms. This is applicable for items having running length like Impluse Pipes, Cables, etc. For Impluse/ seamless pipes one random length of (+) plus 6 metres applicable for each variety.	CONFIRMED	QUANTITY TOLERANCE% PER ITEM
23	SLAB RATE	Slab rates as per SCC	AGREE	
24	PARTIAL SHIPMENT	NOT ALLOWED WITH IN A PROJECT	NOTED	
25	TRANSHIPMENT	ALLOWED	NOTED	
26	DESPATCH CLEARANCE	BHEL will issue despatch clearance on receipt Test Certificates/calibration reports/ Certificates of Conformance and review / verification o f the same. Goods shall not be despatched without obtaining despatch clearance from BHEL.	AGREE	
27	REPAIR OF COMPONENTS	For imported items, during commissioning/ warranty period, repair of failed components will be undertaken by your Indian representative M/s. _____ and if repair is not possible in India, then free replacement of components will be made by Foreign vendor without any commercial implications to BHEL.	AGREE INDIAN REPRESENTATIVE NAME INDICATED	

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SL. NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
28	REMARKS	<p>Please note all the above will form part of Purchase Order and in case Vendor asks for payments, through letter of credit, all the above agreed terms will form part of letter of credit.</p> <p>In case Indian representative quotes on behalf of their Foreign counterpart, acceptance to the above terms are to be confirmed in writing by foreign vendor without fail and such confirmation shall be furnished as part of the un-priced bid.</p>	AGREE	
29	REVERSE AUCTION	<p>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 to 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." Information and General Terms and Conditions governing RA given Annexure - IV.</p>	AGREE	
30	SPECIAL CLAUSE	<p>Articles packed with raw/solid wood packing material should be treated as per ISPM-15 and accomplished by a phytosanitary Certificate.</p>	AGREE	

THE ABOVE FILLED-IN AND SIGNED DOCUMENT SHALL BE FURNISHED AS PART OF UN-PRICED CUM-TECHNICAL BID WITHOUT FAIL.

NOTE : LOWEST BIDDER WILL BE DECIDED BASED ON THE "TOTAL COST TO BHEL" BASIS INCLUDING LOADING FACTORS (FOR DEVIATIONS TO BHEL STANDARD COMMERCIAL TERMS & CONDITIONS).

BHEL-EDN

VENDOR'S SIGNATURE WITH SEAL



Electronics Division, Bangalore

ANNEXURE-I

LOADING FACTORS SHEET (8 pages)

BHEL RFQ NO. & DATE: D?B\$\$\$\$\$' & 8 5 H98 ' & ' %/&"&\$\$%

DEVIATIONS ARE LIMITED TO FOLLOWING ONLY, FURTHER DEVIATION ON ANY OF THE FOLLOWING MAY LEAD BHEL TO REJECT THE OFFER UNILATERALLY ON COMMERCIAL GROUNDS.

NOTE: THIS LOADING FACTOR INDICATED BELOW WILL BE ADDED ON QUOTED PRICE TO EVALUATE THE LOWEST QUOTE (IN CASE OF DEVIATION TO BHEL'S TENDER SPECIFIED TERMS AGAINST EACH TENDER).

SL NO	COMMERCIAL TERMS	BHEL STANDARD TERM	IF YOU QUOTE	LOADING FACTOR FOR NON-COMPLIANCE OF BHEL STANDARD TERM
A.	FOR INDIGENOUS SCOPE OF SUPPLY.			
1	TERMS OF PAYMENT (WHERE SCOPE INCLUDES E&C):	a) 75% basic + 100% taxes, duties & freight charges with 45 days credit from the date of receipt of complete set of original despatch documents including Original Performance Bank Guarantee for 10% of the basic material value. (if applicable) to BHEL. b) Balance 10% with 30 days of account of materials at site and proof of supply of O&M manuals in required sets, against a supplementary Invoice and c) Balance 15% with 30 days credit from the date of completion of Erection & commissioning work on pro-rata basis against supplementary Invoice with "Proof of completion of E&C" (like MOM, Site protocol, Job completion certificate, signed by BHEL site office or Customer and your representative.	90% WITH 45 DAYS CREDIT ALONG WITH ADDITIONAL BG FOR 15% OF THE BASIC MATERIAL VALUE VALID TILL COMPLETION OF COMMISSIONING APART FROM PBG 10% OF THE BASIC MATERIAL VALUE. BALANCE 10% OF MATL COST WITH CREDIT 3 0 DAYS FROM THE DATE OF RECEIPT OF MATERIAL RECEIPT CERTIFICATE	NIL
		-SAME AS ABOVE-	100% WITH 45 DAYS CREDIT ALONG WITH ADDITIONAL BG. FOR 25% OF THE BASIC MATERIAL VALUE VALID TILL COMPLETION OF COMMISSIONING APART FROM PBG 10% OF THE BASIC MATERIAL VALUE	NIL



Electronics Division, Bangalore RFQ No.: PKN0000032 DATED 23.12.2013

SL NO	COMMERCIAL TERMS	BHEL STANDARD TERM	IF YOU QUOTE	LOADING FACTOR FOR NON-COMPLIANCE OF BHEL STANDARD TERM
		-SAME AS ABOVE-	90% - WITH 45 DAYS CREDIT WITHOUT ADDITIONAL BG. BALANCE 10% OF MATL COST WITH CREDIT 30 DAYS FROM THE DATE OF RECEIPT OF MATERIAL RECEIPT CERTIFICATE	15% OF THE BASIC MATERIAL VALUE.
		-SAME AS ABOVE-	100% WITH 45 DAYS CREDIT WITHOUT ADDITIONAL BG	17% OF THE 100% BASIC MATERIAL VALUE.
		-SAME AS ABOVE-	75% WITH LESS THAN 45 DAYS CREDIT. BALANCE 10% OF MATL COST WITH CREDIT 30DAYS FROM THE DATE OF RECEIPT OF MATERIAL RECEIPT CERTIFICATE BAL. 15% WITH CREDIT 30 DAYS FROM THE DATE OF RECEIPT OF COMMISSIONING COMPLETION CERTIFICATE	1.5% OF THE 75% BASIC MATERIAL VALUE.
		-SAME AS ABOVE-	90% WITH LESS THAN 45 DAYS CREDIT WITHOUT ADDITIONAL BG. BALANCE 10% OF MATL. COST WITH CREDIT 30 DAYS FROM THE DATE OF RECEIPT OF MATERIAL RECEIPT CERTIFICATE	16.35% OF THE BASIC MATERIAL VALUE (I.E. 15% +1.5% OF THE 90% BASIC MATERIAL VALUE)



Electronics Division, Bangalore RFQ No.: PKN0000032 DATED 23.12.2013

SL NO	COMMERCIAL TERMS	BHEL STANDARD TERM	IF YOU QUOTE	LOADING FACTOR FOR NON-COMPLIANCE OF BHEL STANDARD TERM
		-SAME AS ABOVE-	100% WITH LESS THAN 45 DAYS CREDIT WITHOUT ADDITIONAL . BG.	26.5% OF THE BASIC MATERIAL VALUE (I.E. 25% +1.5% OF THE 100% BASIC MATERIAL VALUE)
		-SAME AS ABOVE-	75% THROUGH BANK. BALANCE 10% OF MATL COST WITH CRE DIT 30 DAYS FROM THE DATE OF RECEIPT OF MATERIAL RECEIPT CERTIFICATE BAL 15% WITH CREDIT 30 DAYS FROM THE DATE OF RECEIPT OF COMMISSIONING COMPLETION CERTIFICATE	10% OF THE 75% BASIC MATREIAL VALUE
		-SAME AS ABOVE-	90% THROUGH BANK. ALONGWITH BG FOR 15% OF THE BASIC MATERIAL VALUE VALID TILL COMPLETION OF COMMISSIONING APART FROM PBG 10% OF THE BASIC MATERIAL VALUE. BALANCE 10% OF MATL COST WITH CREDIT 30 DAYS FROM THE DATE OF RECEIPT OF MATERIAL RECEIPT CERTIFICATE	10% OF THE 90% BASIC MATERIAL VALUE
		-SAME AS ABOVE-	100% THROUGH BANK. ALONGWITH BG FOR 25% OF THE BASIC MATERIAL VALUE VALID TILL COMPLETION OF COMMISSIONING APART FROM PBG 10% OF THE BASIC MATERIAL VALUE.	OFFER WILL BE REJECTED



Electronics Division, Bangalore RFQ No.: PKN0000032 DATED 23.12.2013

SL NO	COMMERCIAL TERMS	BHEL STANDARD TERM	IF YOU QUOTE	LOADING FACTOR FOR NON-COMPLIANCE OF BHEL STANDARD TERM
		-SAME AS ABOVE-	90% THROUGH BANK WITHOUT ADDITIONAL BG BALANCE 10% OF THE MATL COST WITH CREDIT 30 DAYS FROM THE DATE OF RECEIPT OF MATERIAL RECEIPT CERTIFICATE	24% OF THE BASIC MATERIAL VALUE (I.E. 15% + 10% OF THE 90% BASIC MATERIAL VALUE)
		-SAME AS ABOVE-	100% THROUGH BANK WITHOUT ADDITIONAL BG	OFFER WILL BE REJECTED
2.	TERMS OF PAYMENT (WHERE SCOPE DOES NOT INCLUDE E&C)	a) 90% with 45 days credit from the date of receipt of complete set of original dispatch documents including Original Performance Bank Guarantee for 10% of the basic material value (if applicable) toBHEL. b) Balance 10% with 30 days credit from the date of receipt of materials at site and prof of supply of O&M manuals in required sets, against a supplementary Invoice.	100% WITH 45 DAYS CREDIT ALONGWITH ADDITIONAL BG FOR 10% OF THE BASIC MATERIAL VALUE VALID TILL RECEIPT OF MATERIAL AT SITE APRT FROM PBG 10% OF THE BASIC MATERIAL VALUE.	NIL



Electronics Division, Bangalore RFQ No.: PKN0000032 DATED 23.12.2013

SL. NO.	COMMERCIAL TERMS	BHEL STANDARD TERM	IF YOU QUOTE	LOADING FACTOR FOR NON-COMPLIANCE TO BHEL STANDARD TERM
		-SAME AS ABOVE-	100% WITH 45 DAYS CREDIT WITHOUT ADDITIONAL BG.	10% OF THE 100% BASIC MATERIAL VALUE
		-SAME AS ABOVE-	100% WITH LESS THAN 45 DAYS CREDIT WITHOUT ADDITIONAL BG.	11.5% OF THE BASIC MATERIAL VALUE (I.E. 10% + 1.5% OF THE 100% BASIC MATERIAL VALUE)
		-SAME AS ABOVE-	90% THROUGH BANK BALANCE 10% OF MATL COST WITH CREDIT 30 DAYS OF CONSIGNEE RECEIPT CERTIFICATE	10% OF THE 90% BASIC MATERIAL VALUE
		-SAME AS ABOVE-	100% THROUGH BANK ALONGWITH ADDITIONAL BG FOR 10% OF THE BASIC MATERIAL VALUE VALID TILL RECEIPT OF MATERIAL AT SITE APRT FROM PBG 10% OF THE BASIC MATERIAL VALUE	10% OF THE 100% OF THE BASIC MATERIAL VALUE
		-SAME AS ABOVE-	100% THROUGH BANK WITHOUT ADDITIONAL BG.	20% OF THE BASIC MATERIAL VALUE (I.E. 10% + 10% OF THE 100% BASIC MATERIAL VALUE)
	Note : Payment terms like (a) Advance (b) Inland L/C (c) Proforma Invoice (d) Against Exchange of dispatch documents (e) CAD i.e. Cash against documents and (f) High sea sales will not be accepted. It may lead to commercial rejection of your offer.			
B.	FOR IMPORTED SCOPE OF SUPPLY :			
	TERMS OF PAYMENT (WHERE SCOPE DOES NOT INCLUDE E&C)	Against "SIGHT DAAFT" on presentation of dispatch documents to our Bankers. The payment terms are as follows: a) 90% of the FCA value is payable on negotiation of	100% AGAINST SIGHT DARFT	10% OF THE 100% FCA VALUE.

		complete set of original documents including original Performance Bank Guarantee for 10% of the F CA value (if applicable), b)Balance 10% of the F CA value on 60th day from the date of Air Way Bill or Bill of Lading & against specific authorization by BHEL.			
		-SAME AS ABOVE-		90% THROUGH LETTER OF CREDIT. BALANCE 10% FOR THE F CA VALUE ON 60 TH DAY FROM THE DATE OF AIR WAY BILL OR BILL OF LADING & AGAINST SPECIFIC AUTHORISATION BY BHEL. ALL BANK CHARGES OUTSIDE INDIA TO BENEFICIARY'S A/C.	2.5% OF THE 100% F CA VALUE
			Note : Payment terms like (a)Advance (b) Telegraphic transfer (T/T) (c) Confirmed L/C (d) CAD i.e. Cash against documents and may lead to commercial rejection of your offer.Offer with payment term as "100% through bank" will be rejected.	(e) High sea sales will not be considered. It	
C	PENALTY FOR DELAY IN SUBMISSION OF DOCUMENTS FOR BHEL / CUSTOMER'S APPROVAL (COMMON FOR INDIGENOUS / IMPORTED)	In the event of delay in submission of complete Set of documents (including soft copy) in required sets beyond 2 week from receipt of Purchase Order (supplier to confirm date of PO in writing), penalty @ 2% (two percent) per week but limited to a max. of 10% (Ten percent) value of PO will be applicable.	If not agreed.	10% OF THE BASIC MATERIAL VALUE.	
		-SAME AS ABOVE-	If max. 5% is agreed.	5% OF THE BASIC MATERIAL VALUE.	
		-SAME AS ABOVE-	If @ ½% (half percent) per week but limited to a max. of 10% (Ten percent) is agreed.	7.5 % OF THE BASIC MATERIAL VALUE	
		-SAME AS ABOVE-	If @ ½% (half percent) per week but limited to a max. of 5% (Five percent) is agreed.	10% OF THE BASIC MATERIAL VALUE.	
		-SAME AS ABOVE-	If @ 1% (one percent) per week but limited to a max. of 10% (Ten percent) is agreed.	5% OF THE BASIC MATERIAL VALUE.	
		-SAME AS ABOVE-	If @ 1% (one percent) per week but limited to a max. of 5% (Five percent) is agreed.	7.5 % OF THE BASIC MATERIAL VALUE.	
D	PENALTY FOR DELAY IN DELIVERY (COMMON FOR	In the event of delay in agreed contractual delivery, penalty @ 2% (two percent) per week	IF NOT AGREED	10% OF THE BASIC MATERIAL VALUE.	

	INDIGENOUS / IMPORTED)	but limited to a max of 10% (Ten percent) value of undelivered portion will be applicable. -SAME AS ABOVE-			
			if max. 5% is agreed.	5% OF THE BASIC MATERIAL VALUE.	
		-SAME AS ABOVE-	if @ ½% (half percent) per week but limited to a max. of 10% (Ten percent) is agreed.	7.5 % OF THE BASIC MATERIAL VALUE	
		-SAME AS ABOVE-	if @ ½% (half percent) per week but limited to a max. of 5% (Five percent) is agreed.	10% OF THE BASIC MATERIAL VALUE.	
		-SAME AS ABOVE-	if @ 1% (one percent) per week but limited to a max. of 10% (Ten percent) is agreed.	5% OF THE BASIC MATERIAL VALUE.	
		-SAME AS ABOVE-	if @ 1% (one percent) per week but limited to a max. of 5% (Five percent) is agreed.	7.5 % OF THE BASIC MATERIAL VALUE.	
E	DELIVERY & PENALTY (COMMON FOR INDIGENOUS/IMPORTED)	Within weeks from the date of issue of document approval or manufacturing clearance by BHEL. (AS PER DELIVERY MENTIONED)	IF NOT AGREED FOR THE STIPULATED DELIVERY IN THE ENQUIRY (RFQ) BUT AGREED FOR PENALTY CLAUSE AS	2% PER WEEK UPTO MAX OF 10% OF THE BASIC MATERIAL VALUE FOR THE QUOTED DELIVERY BEYOND THE STIPULATED DELIVERY IN THE ENQUIRY.	
		-SAME AS ABOVE-	IF SPECIFIED DELIVERY IN ENQUIRY (RFQ) IS AGREED BUT PENALTY CLAUSE IS NOT AGREED.	10% OF THE BASIC MATERIAL VALUE.	
		-SAME AS ABOVE-	IF SPECIFIED DELIVERY IN ENQUIRY (RFQ) IS AGREED & PENALTY CLAUSE IS AGREED BUT GRACE PERIOD IS SOUGHT.	2% PER WEEK UPTO MAX OF 10% OF THE BASIC MATERIAL VALUE FOR THE QUOTED GRACE PERIOD BEYOND THE STIPULATED DELIVERY IN THE ENQUIRY.	
		-SAME AS ABOVE-	IF BOTH DELIVERY & PENALTY NOT AGREED, AS PER BHEL TERMS.	10% OF THE BASIC MATERIAL VALUE PLUS 2% PER WEEK DELIVERY QUOTED BEYOND STIPULATED DELIVERY PERIOD	
			Note : Any delivery quoted beyond 5 weeks from the stipulated delivery, offer is liable for rejection.		
F	PERFORMANCE BANK GUARANTEE (COMMON FOR INDIGENOUS / IMPORTED)	PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format only, along with 75 / 90% Invoice directly to the purchase dept. from the Bank.	IF NOT AGREED.	10% OF THE BASIC MATERIAL VALUE.	

		SAME AS ABOVE	IF 5% IS AGREED	5% OF THE BASIC MATERIAL VALUE.
		SAME AS ABOVE	OTHER THAN THE ABOVE	(10% MINUS THE AGREED MAX. %) OF THE BASIC MATERIAL VALUE WILL BE LOADED
		SAME AS ABOVE	PBG for 10% of the basic material cost furnished in Supplier's standard format, along with 75 / 90% Invoice directly to Purchase Dept.	10% OF THE BASIC MATERIAL VALUE
G	WARRANTY	30 months from the date of despatch or 24 months from the date of commissioning whichever is earlier.	IF NOT AGREED FOR THE STIPULATED WARRANTY PERIOD IN THE ENQUIRY.	0.5% OF THE BASIC MATERIAL VALUE PER MONTH FOR THE DIFFERENCE IN PERIOD.



Electronics Division, Bangalore

PROFORMA OF PERFORMANCE BANK GUARANTEE
(FOR INDIGENOUS PURCHASE ORDERS)

ANNEXURE-II

- Note :
- 1) To be executed in Rs. 200/- Non-Judicial stamp paper.
 - 2) To be submitted by issuing bank to purchase Dept. directly. Please give BHEL address to banker.
 - 3) Do not enclose with Bank document.
 - 4) Modification & Omissions to this are not permitted.
-

PERFORMANCE GUARANTEE
(PROFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE made and executed on the _____ day of _____ (year), by the _____ (Bank), registered under the Companies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act constituted under the State Bank of India Act / Subsidiary Banks, Act, having its registered / head office at _____ represented herein by its Branch Manager / authorised representatives Sri. _____ & Sri. _____ (Hereinafter called 'guarantor' which term shall mean and include its successors and assigns)

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

_____ (Buyer's Name), a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort, New Delhi-110 049 and its Electronics Division at Mysore Road, Bangalore - 26 (hereinafter referred to as the 'Company' Which term shall include its successors and assigns):

Whereas the company has placed an order on _____ (State the name of the company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under order / Contract No _____ Dt _____.

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and in accordance with the terms set out in the said order / contract.



Electronics Division, Bangalore

PROFORMA OF PERFORMANCE BANK GUARANTEE
(FOR INDIGENOUS PURCHASE ORDERS)

AND WHEREAS the company is not required to pay to the supplier a sum of Rupees _____ being the 10% of the value of the goods supplied / Works performed / Services rendered under the said order / contract between the supplier and the company, till the company is satisfied with the mechanical Warranties and the performance standards stipulated in the said order / contract between the company and the supplier has been duly fulfilled, except, against a Bank Guarantee for the said sum of Rs. _____ in favour of the company by reputed Bank, in which case the company has agreed to make payment to the supplier of the said sum of Rupees _____ being (.....%) of the value of the goods supplied / Works performed / Services rendered under the agreement between the supplier and the company and the Guarantor has at the request of the supplier, agreed to furnish this Guarantee subject to the terms and conditions stated below :

NOW THIS DEED WITNESSES THAT IN pursuance of the above said agreement, the guarantor hereby agrees and covenents with company is as follows:-

- 1) That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs _____ (in words) _____ against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said order / contract / Agreement by the supplier.
- 2) The Guarantor hereby undertakes to pay the amounts and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said order / contract. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Contractor / supplier admits or denies.
- 3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed/Services to be rendered under the said order / contract / agreement are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order / contract / agreement have been fully and properly carried out by the said supplier and accordingly



Electronics Division, Bangalore

PROFORMA OF PERFORMANCE BANK GUARANTEE
(FOR INDIGENOUS PURCHASE ORDERS)

discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below, the guarantor shall be discharged from all the liability under this guarantee thereafter.

- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order / contract / agreement or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order / contract / agreement, and the guarantor shall not be relieved of its liability in whole or in part, by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.
- 5) The guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.
- 6) Notwithstanding anything herein above obtained, the liability of the guarantor under these presents is restricted to Rs._____. The guarantee shall be in force till its expiry on _____ unless a demand is made on the guarantor within SIX months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

IN WITNESS whereof, the guarantor, acting through its authorised representative has executed this deed of Guarantee on the day, month and year first above written.

(Seal of the Bank to be affixed)

WITNESS

1.

2.



Electronics Division, Bangalore

PROFORMA OF PERFORMANCE BANK GUARANTEE
(FOR FOREIGN PURCHASE ORDERS)

ANNEXURE-III (a)

BANK NAME AND ADDRESS

Electronic Division
Bharat Heavy Electricals Limited, (B.H.E.L.)
Mysore Road, P.B. No. 2606
BANGALORE - 560 026

Dear Sir,

Ref : CONTRACT PERFORMANCE GUARANTEE.

WHEREAS you have entered into a contract reference No & PO NO. _____
Date _____ with M/s _____ having its registered office
at _____ for the supply of _____ as detailed in your
purchase order No. _____ which is hereinafter referred to as "the said contract"
and WHEREAS M/s _____ has undertaken to produce a Bank
Guarantee for 10% (Tern Percent) of the contract price amounting to _____
(_____) to secure its obligatios to Electronics Division,
BHEL having its registered office at New Delhi for the performance of the contract including
the warranty of the equipment supplied, We _____
Bank, _____ hereby expressly, irrevocably and unreservedly
undertake and guarantee as principal obligors on behalf of M/s _____
that in the even Bharat Heavy Electricals Ltd. (B.H.E.L.) declares to us in writing that
M/s _____ has not fulfilled any obligation according to the
contractual obligation of the said contract, to pay you on demand and without demur to Bharat
Heavy Electricals Ltd., Electronics Division, Mysore Road, P.B.No. 2606, Bangalore - 560 026.,
India an amount of _____
(in words _____)
subject to as may be determined below :



Electronics Division, Bangalore

PROFORMA OF PERFORMANCE BANK GUARANTEE
(FOR FOREIGN PURCHASE ORDERS)

-
- 1) Notwithstanding any right M/s. _____ may have directly against you or any disputes raised by M/s _____, Your written demand shall be conclusive evidence to us that repayment is due under the terms of the said contract and shall be binding on us.
- 2) We shall not be discharged or released from this undertaking and Guarantee by any arrangements, variations made between you and M/s. _____ with or without our consent and Knowledge or by any alteration in the obligations of M/s. _____ by any forbearance whether as to payment, time, performance or otherwise.
- 3) This guarantee shall remain valid until the end of six months after the close of the warranty period or until the same is reported by BHEL to us whichever is earlier.
- 4) We agree and undertake not to revoke this guarantee during its validity unless discharged in writing by you subject to the provision of clause (7) below :
- 5) This guarantee shall be a continuing guarantee subject to the foregoing and shall not be discharged by any change in the constitution of the Bank or M/s. _____.
- 6) This guarantee shall be governed by and constructed in accordance with the Laws of India.
- 7) At any time _____ Bank may render this guarantee null and void by paying to Bharat Heavy Electricals Ltd. the full amount being _____ (in words _____)

For and on behalf of Bank
by its Authorised Signatory

ANNEXURE - III(b)

INSTRUCTIONS FOR PBG SUBMISSION

SUB : POINTS TO BE COMPILED FOR THE SUBMISSION OF BANK GUARANTEES /
PERFORMANCE BANK GUARANTEES

Pursuant to the guidelines issued by BHEL corporate office and CVC the following points are to be taken care of during submission of BGs/PBGs. These conditions will be incorporated in the purchase orders :

- * BGs/PBGs of PSU banks in addition to BHEL consortium banks are only acceptable. List of BHEL Consortium Banks Enclosed.
- * In case of BGs/PBGs issued by non consortium PSU banks the same are to be enforceable in Bangalore.
- * In case of BGs/PBGs issued by Foreign banks the same to be confirmed by BHEL consortium bank in India.
- * It is insisted upon that BGs/PBGs issued by issuing bank on behalf of your company should be sent to BHEL EDN directly by the issuing bank under Registered Post (AD) with a covering letter of bank indicating contact no., fax no., E-mail ID, issuing officer name, address of the issuing bank etc.
- * Please ask the banker to post original PBG directly to : (Executive referred in PO)

DGM/Purchase, Purchase Dept., NEB IIInd (second) Floor, BHEL, Electronics Division,
Mysore Road, Bangalore - 560 026, Ph : 080 26989191
- * We will not accept any BGs/PBGs from your office directly. In case you collect BGs/PBGs from issuing bank and send to us, the same will be returned back to your office.
- * Expired BGs/PBGs will be returned after the expiry of the guarantee period including claim period or upon fulfillment of the relevant contract whichever is earlier.
- * Please give Purchase dealing Executive name, postal address, P.O. No., tel ph no. to bank and insist bank to write these details on the envelope.

**Electronics Division, Bangalore****Annexure-III (c)****BHEL MEMBER BANKS (LIST OF CONSORTIUM BANKS)****PBG SHALL BE ISSUED FROM THE FOLLOWING 22 BANKS ONLY:**

1	State Bank of India
2	Deutsche Bank AG
3	Canara Bank
4	HDFC Bank Ltd.,
5	Punjab National Bank
6	CITI Bank NA,
7	Bank of Baroda
8	Standard Chartered Bank,
9	State Bank of Hyderabad
10	ICICI Bank Ltd.
11	The Hongkong and Shanghai Banking Corporation Ltd.
12	IDBI Bank Ltd.
13	State Bank of Tranvancore
14	Corporation Bank
15	Kotak Mahindra Bank Ltd.
16	ABN AMRO Bank N.V.
17	Syndicate Bank
18	Indian Bank
19	Oriental Bank Of Commerce
20	UCO Bank
21	Central Bank of India
22	The Federal Bank Ltd.

Please Note : It is preferable if PBG is obtained from BHEL consortium Banks listed above. BHEL may accept PBG from other Nationalised Banks also which are not listed above. PBG will not be accepted from scheduled Banks and Co-operative Banks.

ANNEXURE-IV

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

-X-X-

**Electronics Division, Bangalore****ANNEXURE- V****LIST OF INTERNATIONAL AIRPORTS.**

SNo	Country	Air Ports
1	Austria	Vienna, Linz, Graz.
2	Australia	Sydney, Melbourne, Perth
3	Belgium	Antwerp, Brussels
4	Canada	Toronto, Montreal
5	China	Shangai.
6	Cyprus	Larnaca.
7	Czech Republic	Prague (Via Frankfurt)
8	Denmark	Copenhagen
9	Egypt	Cairo
10	Finland	Helsinki
11	France	Paris (Roissy), Lyon
12	Germany	Darmstadt, Manihiem, Nurnberg, Hamburg, Stuttgart, Munich, Koln, Dusseldorf & Hannover, Frankfurt, Berlin.
13	Hongkong	Hongkong
14	Italy	Rome, Milan, Turin, Bologna, Florence
15	Ireland	Dublin
16	Isrel	Telaviv.
17	Japan	Tokyo, Osaka
18	Malaysia	Kaulalampur, Penang
19	Netherlands	Amsterdam, Rotterdam
20	Newzealand	Auckland
21	Norway	Oslo
22	Oman	Muscat
23	Philiphines	Manila
24	Romania	Bucharest
25	Russia	Moscow
26	Saudi Arabia	Riyad.
27	Singapore	Singapore
28	Slovakia	Bartislowa.

**Electronics Division, Bangalore****LIST OF INTERNATIONAL AIRPORTS.**

SNo	Country	Air Ports
29	South Africa	Johannesburg, Durban.
30	South Korea	Kimpo
31	Spain	Barcelona
32	Sweden	Stockholm, Gothenburg, Milano
33	Switzerland	Basle, Zurich, Geneva
34	Taiwan	Taipei
35	U.A.E	Dubai
36	U.K	London (Heathrow), Newcastle, Oxford, Cheltham, Bristol, Wellingborough, Birmingham, East Midland, Manchester, Leeds, Glasgow.
37	U.S.A	Newyork, Chicago, Sanfrancisco, Los Angeles, Atlanta
38	Ukraine	Kiev

ANNEXURE - VI


PRESENT PROCEDURE FOR SALE IN TRANSIT (HIGH SEA SALES)

1. DATE OF THE STAMP PAPER SHOULD BE PRIOR TO THE AIR WAY BILL / BILL OF LADING DATE. STAMP PAPER VALUE SHALL BE IN RS.200/- NON JUDICIAL PAPER.
2. SALE AGREEMENT IN RS. 200/- STAMP PAPER AND NOTARISED WITH 2 WITNESSES HAS TO BE SIGNED BETWEEN BHEL AND THE PARTY IMPORTING MATERIAL AND THE DATE OF THE SALE DOCUMENTS SHOULD BE IN BETWEEN THE DATE OF HOUSE AIR WAY BILL / BILL OF LADING AND BEFORE LANDING OF THE GOODS IN INDIAN ORIGIN.
3. THE SALE AGENTS SHOULD DULY ENDORSE HOUSE AIR WAY BILL (HAWB) FOR AIR SHIPMENTS OR ORIGINAL BILL OF LADING (O.B.L.) FOR SEA SHIPMENTS, DELIVERY ORDER AND FOREIGN CURRENCY INVOICE IN FAVOUR OF BHEL-EDN.
4. SELLER SHOULD GIVE FOREIGN CURRENCY INVOICE FROM THE ORIGINAL CONSIGNOR. THE FOREIGN CURRENCY INVOICE VALUE SHOULD BE AT LEAST 2% (TWO PER CENT) LESS THAN THE INDIGENOUS RUPEE INVOICE VALUE IN EQUIVALENT FOREIGN CURRENCY.
5. SELLER SHOULD ALSO GIVE LETTER OF AUTHORISATION TO AIR CONSOL AGENTS FOR RELEASING DELIVEY ORDERS TO BHEL-EDN.
6. SELLER PARTY SHOULD ALSO GIVE A LETTER TO THE COMMISSIONER OF CUSTOMS FOR EFFECTING ABOVE SALE.
7. SELLING PARTY SHOULD ALSO GIVE A LETTER TO THE DEPUTY ASSESSOR (OCTROI) FOR EFFECTING ABOVE SALE IN FAVOUR OF BHEL.
8. DESCRIPTION OF ITEM (NOMENCLATURE), UNIT & QUANTITY IN BOTH FOREIGN CURRENCY & THE RUPEE INVOICE IN RUPEE SHALL BE EXACTLY AS PER PO DESCRIPTION OF ITEM, QUANTITY AND UNIT. THE INDIGENOUS INVOICE VALUE SHALL BE EXACTLY AS PER PO VALUE.
9. PRICES SHOULD BE C.I.F., MUMBAI BASIS.
10. I.E.C., C.S.T., K.S.T. NOS. TO BE MENTIONED.
11. NOTE: THE FOLLOWING SHALL BE INCLUDED IN THE HIGH SEA SALES AGREEMENT:

"THE BUYER ALSO UNDERTAKE DISCHARGES, THE OBLIGATION AND FULFILLMENT OF CONDITIONS, IF ANY, ATTACHED TO THE IMPORTATION, ASSESSMENT AND CLEARANCE OF THE GOODS IN TERMS CUSTOMS TARIFF ACT 1975, THE CUSTOMS ACT 1962 & RULES & REGULATIONS MADE THEREUNDER AND OTHER RELEVANT ACTS, ORDERS, NOTIFICATIONS".

REMARKS: IN CASE VENDOR NEEDS ANY CALRIFICATIONS ON THE ABOVE, THE SAME MAY BE SOUGHT IN WRITING.

REQUEST FOR QUOTATION

 MMI:PU:RF:003	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: PKN0000032 RFQ DATE : 23.DEC.2013	Due Date 24.JAN.2014 Time: 13:00 HRS VENUE : NEW ENGG. BLDG
--	---	--	---

PURCHASE FILE COPY	(for all correspondence) Purchase Executive : P.K Nagaraj Phone : 2699 8179 Fax : 080 2698 9227 E-mail: nagarajpk@bheledn.co.in
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Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by 13.00 hours IST and will be opened on the same day

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	PRO280000260 SWAS Spares (Indigenou) SWAS Mandatory Spares indigenous sample handling system Test Certificate	5	ST	5	24.MAR.2014
2	PRO280000286 SWAS Primary Rack SWAS Primary Rack Test Certificate	36	ST	36	31.MAR.2014
3	PRO280000294 SWAS Loose supply Items SWAS Loose supply Items Test Certificate	18	ST	18	31.MAR.2014
4	PRO280000308 SWAS Commissioning Spares SWAS Commissioning Spares Test Certificate	18	ST	18	31.MAR.2014
5	PRO280000316 SWAS O&M Manuals SWAS O&M Manuals Test Certificate	18	NO	18	31.MAR.2014
6	PRO280000324 SWAS Supervision Erection Commissioning SWAS Supervision of Erection & Commissioning Test Certificate	18	ST	18	31.MAR.2014
7	PRO280000332 SWAS Sample handling system wet panel SWAS Sample handling system wet panel Test Certificate	18	ST	18	31.MAR.2014
8	PRO280000340 SWAS Sample handling system dry panel SWAS Sample handling system dry panel Test Certificate	18	ST	18	31.MAR.2014
9	PRO280000359 Chiller 100% Redundant Chiller 100% Redundant Test Certificate	18	ST	18	31.MAR.2014
10	PRO900004690 Consumables for SWAS Consumables/ Items with limited shelf Life for use in Steam & Water Analysis System	18	ST	18	31.MAR.2014

Total Number of Items - 10


Please note that the tender will be opened in the presence of the bidders or his authorised representatives (maximum two per organisation) who choose to be present with authorisation letters. Refer annexure for the terms and conditions.
 Preference will be given to vendors who accepts our standard payment terms i.e.100% payment - 30 days after receipt of material at our works subject to acceptance.
 Please specify Terms of delivery, Excise duty, sales tax, Ex-BHEL, Ex-works surcharge, Insurance,P&F, Freight and other taxes very clearly .
 For evaluation,exchange rate(TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid incase of two part bid) shall be considered.
 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 www.bhel.com

*) As per sec 8 no-1.

For and On behalf of BHEL.

Page 1 OF 2

REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: PKN0000032 RFQ DATE : 23.DEC.2013	Due Date 24.JAN.2014 Time: 13:00 HRS VENUE : NEW ENGG. BLDG
MMI:PU:RF:003	PURCHASE FILE COPY		(for all correspondence) Purchase Executive : P.K Nagaraj Phone : 2699 8179 Fax : 080 2698 9227 E-mail: nagarajpk@bheledn.co.in
<p>Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by 13.00 hours IST and will be opened on the same day</p>			
<p>i). This is only RFQ not an order. ii). In all correspondence quote RFQ No. & due date. iii). In Quotation BHEL material code / RFQ Sl. No. should be mentioned clearly. iv). Quotation Envelope / Fax not superscribed with RFQ No.and due date is liable for rejection. v). Quotation should remain valid for a minimum peiod of 90 days from due date. vi). In case of non-receipt of Quotation or regret letter for 3 consecutive RFQs you are liable to be removed from our vendors list. vii). All Prices should be written in words and numbers. viii). Excise Chapter Heading should be mentioned for all items where VAT is applicable .</p>			
Vendors list to whom RFQ has been sent:			
1. AMCO SAFT INDIA LIMITED (X564989) - 6400034025			

For and On behalf of BHEL.

SPECIAL CONDITIONS OF CONTRACT (SCC)

REF:- RFQ No.: PKN0000032 DATED 23.12.2013 DUE ON 24.01.2014

1. PROJECT & ITEM DETAILS:

Sl. No.	PROJECT	ITEM	TENTATIVE REQUIREMENT
1	SAGARDIGHI (2 X 500 MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	A 5M14
2	DVC BOKARO (1 X 500 MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	G9DH'14
3	BELLARY (1 X 700 MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	G9DH'14
4	YERMARUS (2 X 800 MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	897'14
5	FARAKKA R & M (2 X 500MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	JU@M14
6	SINTEX INFRA(2X150)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	JULY'14
7	SINGARENI (2 X 600 MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	897'14
8	LALITPUR (3 X 660 MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	897'14
9	OPG KUTCH - 2 X 150 MW	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	JUB9'14
10	APGENCO RAYALSEEMA - 1 X 600 MW	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	897'14

Note 1: Bidders can indicate their schedule against each project, if the above tentative requirement is not suitable to them.

Note 2: Bidders should have financial soundness, Organizational capability, Service network, etc. to meet the requirement of above 10 projects together.

2. **LOCATION & BENEFITS APPLICABLE FOR A PROJECT:** As per enclosure

3. **PRE BID MEETING:** Pre bid meeting is fixed on 26.12.2013 from 1.00 PM onwards at BHEL EDN, Bangalore. Bidders can attend the meeting to obtain all the clarifications required for bidding. However, clarifications can be sought through emails also, which will be replied through website as corrigendum. Hence bidders have to regularly visit web site.

VENUE FOR PRE-BID MEETING: CE-MM: PURCHASE RESOLD GROUP, NEW ENGG BUILDING – II FLOOR, BHEL EDN, MYSORE ROAD, BANGALORE – 26, KARNAKATA.

4. **BULKY QUOTATIONS :** In cases where Quotations are bulky and not fitting in the tender box provided at Reception Area , BHEL, EDN, Bangalore or due to some reasons tenders are required to be submitted by hand, such tenders can be handed over before due date & time to following persons and obtain acknowledgement with date & time:

- a. **P K NAGARAJ, SR. ENGINEER/CE-MM-PR, PH: 080 26998179, MOB: 9483501488.**
b. **PONNUGURU PACKIAM, SR. DGM/CE-MM-PR, PH: 080 26998669.**

5. ~~**PACKAGE PURCHASE:** Entire Tendered projects/items will be processed as a package on a single vendor i.e. L1 (Lowest bidder), who is technically and commercially meeting BHEL requirements and whose offer is economical to BHEL.~~

~~All the above projects are having Customer approved vendors. If the successful bidder (L1 bidder), is not approved by ultimate Customer for any of their projects, such bidder will be referred to customer with credentials for their approval. All out efforts will be made with Customer to get the approval. In case the customer does not approve a bidder for a project, then the successful bidder's (L1) offer will not be considered for placement of PO for that particular project only.~~

~~Bidder's credentials in hard copy as well as in CD should be submitted alongwith offer.~~

~~BHEL reserves the right to issue Purchase orders for all projects to the L1 bidder. However, for any reason BHEL is not able to issue order for few projects, the successful bidder has to honor the purchase orders for balance projects.~~

6. **UNIT RATES:** Price bid should contain price break-up i.e. unit rates for each part number / item must be provided at the time of bid submission compulsorily. Unit rates shall be part of Original price bid.

All items with part numbers and unit rates shall be kept as base and BOM is worked out for each project as per the template given below:

Model for submission of Price Bid:

Sl. No	Item Description	Part Number / Model Number	Unit rate (Foreign currency / INR)	PROJECT AA		
				Qty/ Unit	Qty for -- No. of units	Total Value
1	xxx	Model: abc	\$ 1.00	1	1	\$ 1.00
2	xxx	Model: xyz	Rs. 3.00	5	5	Rs. 15.00

Same shall continue for all the projects requirement.

7. **PRICE BID:** Any discount/ revised offer submitted by a bidder on its own will be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount will be applied on pro-rata basis to all items unless specified otherwise by the bidder.

Unsolicited discounts/ revised offers given after Part-1 bid opening will not be considered.

In case there is no change in the technical scope or specifications or commercial terms & conditions by BHEL, the bidder/s will not be allowed to change the original price bids.

In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions by BHEL, having price implications, techno-commercially acceptable bidders will be asked (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact only for such changes on their original price bid.

In case of any bidder, after finalizing the scope of supply, opting to revise total price bid and re-submit their latest price bid instead of submitting impact, then their original price (i.e. the previous bid) will also be opened to know the price impact wherever changes are taken place. Any unsolicited discount given on unchanged portion will not be considered.

8. **ERRORS IN OFFER:** All quotations shall be free from corrections /overwriting. Corrections if any should be initialed with signature and seal. Any typographical error, totaling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per Clause 11.2.3 "Non-conformities between the figures and words of the quoted prices" of "Manual on Policies & Procedures for purchase of goods" issued by Ministry of Finance / Government of India. (Refer Annexure II). BHEL decision will be final.
9. **SLAB RATES:** BHEL reserves the right to consider and place order for any of the future requirements based on the unit prices available within from the date of placement of PO. This will be applicable to additional site requirements / spares also.
10. **DELIVERY SCHEDULE:** as follows:
 - For Sagardighi (2 Units): 8 weeks from the date of issue of manufacturing clearance or documents approval, whichever is earlier.
 - For balance projects: As per tentative schedule mentioned in SI No.1 .

Tentative project schedules have been given at SI No.1 above. However, BHEL will indicate the delivery requirement for each project while placing Purchase Order / issuing manufacturing clearance. BHEL may ask for early delivery for some of the critical projects which are in advance stage for which vendors have to accommodate.

11. **ERECTION & COMMISSIONING:** Lumpsum as required basis (including to & fro fare, boarding, lodging & local conveyance) should be quoted. Limitation to number of visits / days will not be accepted.
12. **REVERSE AUCTION:** 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 to 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.

13. **HIGH SEA SALES (HSS):** Customs clearance of the consignment landed on Indian Sea / Air ports will be done by BHEL based on the original HSS documents provided by vendors.

Any delay in submission of complete / correct HSS documents to BHEL may incur demurrage charges. All demurrage charges on account of incomplete / incorrect HSS documents submission by vendor will be to vendor's account and all such charges will be recovered from any of the available vendor bills with BHEL.

14. **INTEGRITY PACT:** BHEL is having the policy of Integrity pact. Hence, bidders have to submit integrity pact agreement as per the proforma attached. BHEL has appointed following Independent External Monitor, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned in the pact:

Address of Independent External Monitor (IEM):

Shri J. M. Lyngdoh , IAS (Retd.)
Plot No. 144-145, Pragati Resort, Proddator Village & P.O.,
Shankarpally Road, Rangareddy Distt. (AP)- 500 033

All correspondences with Shri J M Lyngdoh, IAS (Retd) has to with Registered post only as courier service is not available there.

15. **GUIDELINES REGARDING DEALING WITH INDIAN AGENTS OF FOREIGN SUPPLIERS (guidelines copy attached):**

- i. The consultant / firm (and any of its affiliates) will not be eligible to participate in tender/s for the related goods or works or services for the same project, if they were engaged for the consultancy services.
- ii. Procurement directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. The extant guidelines issued by Corp. MM for regulation of Agents of foreign principals shall be followed.

Following to be furnished along with commercial terms & conditions:

- a. Agency agreement copy as it is a mandatory requirement.
- b. It shall be incumbent on the Indian Agent and the foreign principal to adhere to the relevant Guidelines of Govt Of India, issued from time to time.
- c. The responsibility for successful execution of the contract (including Indigenous supplies/services) lies with the OEM/foreign principal.
- d. All bank Guarantees to this effect shall be in the scope of OEM/foreign principal.

16. **IMITATION OF LIABILITY:** Vendor's liability towards this contract is limited to a maximum of 100% of the contract value and consequential damages are excluded. However the limits of liability will have no effect in cases of criminal negligence or willful misconduct.

The total liability of Vendor for all claims arising out of or relating to the performance or breach of the Contract or use of any Products or Services or any order shall not exceed the total Contract price.

17. **FORCE MAJEURE:** Notwithstanding anything contained in the purchase order or any other document relevant thereto, neither party shall be liable for any failure or delay in performance to the extent said failures or delays are caused by the "Act of God" and occurring without its fault or negligence, provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care and vendor doing everything reasonably possible to resume its performance.

A party affected by an event of force majeure which may include fire, tempest, floods, earthquake, riot, war, damage by aircraft etc., shall give the other party written notice, with full details as soon as possible and in any event not later than seven (7) calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Notwithstanding above provisions, in an event of Force Majeure, BHEL reserves for itself the right to cancel the order/ contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of deliveries and other schedules.

18. **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:** Vendor shall provide with all necessary information pertaining to the goods as it could be of importance to BHEL. Vendor shall not reveal confidential information that may be divulged by BHEL to Vendor's employees not involved with the tender/ contract & its execution and delivery or to third parties, unless BHEL has agreed to this in writing beforehand. Vendor shall not be entitled to use the BHEL name in advertisements and other commercial publications without prior written permission from BHEL.

PONNUGURU PACKIAM
SR. DGM / CE-MM-PR

P K NAGARAJ
SR. ENGINEER / CE-MM-PR

Enclosure to Special Conditions of Contract (RFQ No.: PKN000032)

SI. No.	PROJECT	ITEM	LOCATION	FOR IMPORTED ITEMS	FOR INDIGENOUS ITEMS	TERMS OF DELIVERY FOR IMPORTS SUPPLIER
1	SAGARDIGHI (2 X 500 MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	SAGARDIGHI, WEST BENGAL	NIL CUSTOMS DUTY – MEGA PROJECT	ED NIL, CST IS REIMBURSABLE BY CUSTOMER	MUMBAI
2	DVC BOKARO (1 X 500 MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	BOKARO, JHARKHAND	MERIT DUTY-(0+12+0+4)	ED, CST / VAT APPLICABLE AT NORMAL RATES.	BANGALORE
3	BELLARY (1 X 700 MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	BELLARY, KARNAKATA	MERIT DUTY-(0+12+0+4)	ED, CST / VAT APPLICABLE AT NORMAL RATES.	BANGALORE
4	YERMARUS (2 X 800 MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	RAICHUR, KARNAKATA	MERIT DUTY-(0+12+0+4)	ED & CST/VAT ARE APPLICABLE AT NORMAL RATES & REIMBURSABLE BY CUSTOMER	BANGALORE
5	FARAKKA R & M (2 X 500MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	KOLKATA, WEST BENGAL	MERIT DUTY-(0+12+0+4)	ED, CST / VAT APPLICABLE AT NORMAL RATES.	BANGALORE
6	SINTEX INFRA(2X150)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	DHULE, MAHARAS TRA	MERIT DUTY-(0+12+0+4)	ED, CST ARE APPLICABLE AT NORMAL RATES & REIMBURSABLE BY CUSTOMER	BANGALORE
7	SINGARENI (2 X 600 MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	MANCHERYAL, ANDHRA PRADESH	MERIT DUTY-(0+12+0+4)	ED, CST / VAT APPLICABLE AT NORMAL RATES.	BANGALORE
8	LALITPUR (3 X 660 MW)	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	JHANSI, UTTAR PRADESH	MERIT DUTY : 0+12+0+4 If BG / Mega Certificate received from customer then Custom duty NIL. FREIGHT REIMBURSABLE BY CUSTOMER	ED NIL, CST/VAT, FREIGHT ARE REIMBURSABLE BY CUSTOMER.	BANGALORE
9	OPG KUTCH - 2 X 150 MW	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	KUTCH, GUJARAT	MERIT DUTY-(0+12+0+4)	ED, CST ARE APPLICABLE AT NORMAL RATES & REIMBURSABLE BY CUSTOMER	BANGALORE
10	APGENCO RAYALSEEMA - 1 X 600 MW	SAMPLE HANDLING SYSTEM FOR STEAM AND WATER ANALYSIS SYSTEM	KADAPA, ANDHRA PRADESH	MERIT DUTY-(0+12+0+4)	VAT IS APPLICABLE AT NORMAL RATES & REIMBURSABLE BY CUSTOMER	BANGALORE

Technical specification is not uploaded due to space constrain.

For detailed specification, please contact below mentioned persons.

01.P.K Nagaraj,Engineer/CE-MM-PR,080-26998179,09483501488,nagaraipk@bheledn.co.in

02. G.Ponnuguru Packiam,SDGM/CE-MM-PR,080-26998669,Ponnuguru@bheledn.co.in

03.K.T Isaac,Sr.Mgr/CE-MM-PR,080-26998901