

 INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT		Supplier's Compliance (Supplier to write "Complied")
A	QUOTATIONS:	
1	BHEL's requirement is for capital use. Offers from reputed and resourceful Suppliers are invited to be submitted in two parts, consisting of a) Techno-Commercial Bid & b) Price Bid which are to be submitted together before due time of tender opening.	
2	Cover - I : TECHNICAL-CUM-COMMERCIAL AND UN-PRICED BID:	
(a)	This consists of complete technical details, catalogues, drawings and all commercial terms. Money values must not be indicated i.e. un-priced bid . These are to be submitted in a sealed cover.	
(b)	The following formats / documents are to be filled up and submitted: (i) Filled in Technical Specification (Format enclosed), (ii) Filled in Standard Terms & Conditions for Procurement of Equipment (Format enclosed), (iii) Un-Priced Bid [In the formats of Technical Specification / Scope (iv) Supplier Registration Form (To be downloaded from www.bhel.com), (v) All relevant enclosures of above documents / formats, (vi) Complete technical / commercial details along with catalogues / instructions and (vii) Shipping weight and cubage (length, width & height) size of packing.	
3	Cover - II : PRICE BID:	
(a)	Prices are to be indicated as per Un-Priced Bid as per detail as well as in conformity with terms as submitted in Part-I. Bidders are required to quote as per enclosed format. All applicable taxes and duties are to be indicated clearly in the offer. The comparison between indigenous and foreign bids shall be done based on landed (FOR DESTINATION) price basis. Processing of any optional item is at the discretion of BHEL. Offer with any preconditions for price will be rejected.	
(b)	The bidders should submit their best price at this stage itself. They will not be allowed to revise the price during validity period.	
B	GUIDELINES:	
1	The sealed tenders superscribing Tender Number, Due Date & Name of the Supplier should be addressed to DGM / Purchase (CG), Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032 . The sealed tender should contain two separate sealed covers.	
2	The Technical-cum-Commercial offer will be discussed, finalised and only then the price bid of the technically acceptable offers will be opened.	
3	If a Supplier is not interested to participate in a tender for which enquiry was either forwarded or purchased by them, supplier has to inform the same through a "REGRET LETTER" before opening date, by e-mail or letter. If not complied the concerned Supplier may not be considered for future requirements.	
4	BHEL reserves its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions.	
5	All the bidders are to submit their offers by filling in the format of the BHEL tender documents.	
6	Tenders should be duly signed and stamped and free from Corrections and Erasures. Corrections, if any, must be attested.	
7	Tenderers are to know the applicable laws of Government of India and applicable taxes and duties.	
8	In case of price bid, price break-up should be in line with technical specification / scope of the tender.	
9	In case of Technical-Cum-Commercial bid, un-priced bid has to be used to indicate relevant commercial implications without indicating price. Terms & Conditions of Letter of Credit (L/C) are indicated herein for acceptance.	
10	The equipment offered shall be strictly conforming to the specification and for complete unit including accessories (if any) and spares as per Tender.	
11	No offer for individual accessories or part of equipment will be accepted.	
12	Supplier shall bear the L/C confirmation charges in case of confirmed L/C amended on his request.	
13	Bank charges out side India are to the Supplier's account.	
14	In case of L/C extension caused by delays, attributable to the Supplier, the L/C extension charges are to be borne by the Supplier.	
15	Any free replacement due to short supply or warranty replacement will attract customs duty etc. All such extra expenditure to BHEL will be recovered from Supplier. Otherwise the same will be recovered from 20% balance payment, from agency commission, etc.	
16	Quotation for recommended spare parts as per O&M with break-up for two years should be indicated in the offer as essential spares. In order to arrive at the lowest offer, BHEL will include cost of essential spares in the total cost unless specified otherwise in Technical Specification / Approved Scope.	
17	In the event that if any essential spares are not quoted though the same has been asked for and subsequent it is found that this is required, then BHEL reserves its right to recover any consequential loss due to the machine failure during 2 years from the Equipment Supplier.	
18	Supplier will have to ensure deputation of their Engineers for Erection & Commissioning or for attending to any complaint during warrantee / guarantee period within 15 days' of intimation. In case of delay BHEL reserves the right to get the job completed at the risk and cost of the Supplier. This does not amount to breach in contract clause by BHEL.	
19	BHEL reserves its right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units. BHEL will do the performance evaluation as mentioned at Clause:13 in the Standard Format.	
20	Income tax which is to be deducted at source on E & C Charges / Services Charges / Technical Fees are to be borne by the Supplier / Service Provider.	

21	Supplier must submit with their offer, list of Customers [with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any)] to whom they have supplied same / similar machine in the past five years. The date of supply should also be indicated. This is applicable unless specified otherwise in Technical Specification.	
22	The quotation should be valid at least for a period of 180 days from the tender opening date. Price quoted should be on firm price basis. Price Variation Clause within this period will not be entertained.	
23	The quotations including the price bids of technically qualified tenderers will not be returned back under any circumstances.	
24	Tenders will be received upto 11.00 Hours on the said due date and will be opened on the same day at 13.00 Hours.	
25	Tenders received after due date and time of tender opening shall be treated as LATE tenders (irrespective of the mode of dispatch) and will not be considered for evaluation.	
26	Complete Technical-cum-Commercial offer should be submitted in two sets, one original and another copy. The offer should invariably contain Signature & Office Stamp of the Supplier.	
C	TERMINATION CLAUSES:	
1	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.	
2	Obtaining the Export Licence, if required, is the responsibility of the Supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent Supplier has to give the undertaking and BHEL has a right to encash Contract Execution Bank Guarantee(CEBG).	
D	INDIAN AGENT:	
1	BHEL shall deal directly with foreign vendors, wherever, for procurement of goods, However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of an Agency Agreement.	
2	It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time	
3	The Agency Agreement should specify the precise relationship between the foreign OEM/foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country .	
4	Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.	
5	Tax deduction at source is applicable to the agency commission paid to the Indian agent as per prevailing rules.	
6	In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives/ associate/ consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes, if Offer is signed & stamped (submitted) by Foreign Principal. If Offer is submitted by Indian Agent and if Indian Agent fails to submit valid Agency Agreement, Offer will not be considered.	
7	The supply and execution of the Purchase Order(including indigenous supplies/service) shall be in the scope of the OEM/ foreign principal. The OEM/foreign principal should submit their offer inclusive of all indigenous supplies/services and evaluation will be based on 'total cost to BHEL'. In case OEM/foreign principal recommends placement of order(s) towards indigenous portion of supplies/services on Indian supplier(s) agent on their behalf, the credentials/ capacity/capability of the Indian supplier(s)/agent to make the supplies/services shall be checked by BHEL before opening of the price bids as per extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. It will be the responsibility of the OEM/foreign principal to get acquainted with the evaluation requirement of Indian supplier/agent as per SEARP available on www.bhel.com.	
E	BANNED VENDORS	
	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.	
F	PERFORMANCE BANK GUARANTEE:	
1	Performance Bank Guarantee should be as per BHEL format for effecting the balance 20% payment.	
2	Performance Bank Guarantee of foreign suppliers should be confirmed by our consortium bank in India and are payable in India.	
3	Performance bank guarantee shall be released on application by the Contractor after commissioning of the equipment .	
G	GUIDELINES FOR ACCEPTING BANK GUARANTEES	
1	As far as possible the Bank Guarantee should be from any of the BHEL Consortium Banks	
2	BGs of PSU Banks in addition to consortium banks only are acceptable for indigenous suppliers.	
3	In case of BGs issued by non-consortium PSU Banks the same are to be enforceable at Hyderabad	
4	In case of Bank Guarantees issued by Foreign Banks, the same should be confirmed by our consortium bank in India and are payable in India. In exceptional cases where no consortium Banks are available the Bank Guarantee should be attested by Indian Embassy and to be registered in India.	
5	Bank Guarantees to be submitted by the suppliers towards CEBG or performance bank guarantee should be sent to BHEL, Hyderabad directly by the issuing Bank under Registered Post (A/D) only.	

H	TERMS & CONDITIONS FOR LETTER OF CREDIT (L/C):	
1	Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the above import Licence No and certifying goods evidencing shipment / airfreight of the above merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. The Indian agent's commission, if any, is payable in India in Indian rupees only calculated based on the conversion rate on the date of opening the tender.	
2	Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce.	
3	One set of Original and two sets of Non-negotiable copies of 'signed', 'clean on board' Ocean Bill of Lading of a Conference Line Vessel, showing Government of India Account M/s. Bharat Heavy Electrical Ltd, Unit:HPEP, Ramachandrapuram, Hyderabad as consignee (The opening bank should not be notified as consignee), marked freight prepaid / payable at destination, OR Airway Bills / Air consignment notes / House Airway Bills showing the applicant as the consignee and marked freight prepaid / payable at destination, indicating flight number and date.	
4	Packing list in 4 copies in English, indicating dimensions of each case / bundle / piece shipped, with weight and number of items it contains.	
5	Certified copy of the cable / fax sent by the beneficiary to the applicant (Fax No. 0091-40-23183282) giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order number & date; (b) Bill of Lading No & date / Airway Bill No & dated and Flight no & date; (c) Name of vessel; (d) Port of Loading; (e) No of case / pieces and weight; (f) Invoice no, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 3 days of shipment.	
6	Beneficiary's certificate showing the relevant airmail / courier reference no and date that the following clauses have been complied with :	
7	(a) Beneficiary should forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, World Trade Centre, Cuffe Parade, Colaba, Mumbai - 400 005, India (Fax No. 0091-22-22187850 / 22180748)	
	(b) Beneficiary should forward 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.	
8	Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.	
9	Manufacturer's Inspection / Test certificate in triplicate.	
10	Manufacturer's Normal Guarantee / Warrantee certificate as per Purchase Order. The material should be guaranteed for a period of 24 months after putting into service.	
11	Certificate from Shipping company or its agent that carrying steamer is seaworthy and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time.	
I	CONDITIONS FOR TRANSPORTATION:	
1	All documents must show the Purchase Order No & Date, Import Licence No & Date, Letter of Credit No & Date.	
2	Transshipment is Prohibited.	
3	Loading on deck not permitted.	
4	A transport document which is produced or appearing to have been produced by reprographic, automated or computerised systems or as carbon copy will be accepted as an original document provided that it is marked as original and where necessary, appears to be signed.	
5	The transport document must contain all the conditions of carriage on the original document.	
6	The transport document must not indicate the place of destination as being different from the port of discharge.	
7	The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.	
8	The transport document must be issued by the carrier or his agent and not by any freight forwarder.	
9	The transport document must not contain a provision that goods may be carried on deck.	
10	Transport documents bearing reference by stamp or otherwise to costs additional to the freight charges are not acceptable.	
11	The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 21 days after the date of shipment / airfreight and in any case not later than the expiry date of the Credit.	
12	Each case / bundle / piece should be painted with 4 " wide yellow colour strip around it for facilitating easy identification at port of discharge.	
13	In case of consignments where individual items are listed in the packing list / Invoice, the price and values for each & every item should be indicated.	



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

VENDORS HAVE TO OFFER THEIR TERMS IN THE ALLOTTED COLUMN DISTINCTLY.

S/N	BHEL Standard Terms		Vendor's Comments
01	Terms of Delivery:		
(a)	Indigenous Supplies : FOR - Destination means FOR - B.H.E.L. Hyderabad stores. (Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included/indicated in the quoted prices) . Ex-works is not acceptable.	Vendor to Confirm Accepted/Not Accepted	
(b)	Foreign Supplies : Foreign supplies have to be made on Incoterm CIF/CIP basis (i.e. Inclusive of Sea/Air worthy packing and inclusive of all freight and Insurance upto Mumbai Sea/Air Port . Foreign supplies will be loaded with 2.1% towards inland freight & insurance from Mumbai to BHEL Hyderabad stores for tender evaluation purpose. i)Offer with terms of delivery other than CIF are liable for rejection. ii)Trans-shipment strictly not permitted.	Vendor to Confirm Accepted/Not Accepted	
02	Delivery Period:		
a	Bidder shall quote their lowest firm Delivery period, with effect from the date of PO/LOI upto the quoted Terms of delivery. The delivery period in no case shall be linked with extraneous conditions/stipulations such as approval of drawings.	Vendor to specify Delivery Period in Months	
03	Payment Terms: Offer with deviations to BHEL Payment Terms will be loaded as under.a)Bench Mark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of Tender Opening +2%, for the amount and period of relaxation sought by the bidder. Offers with non acceptance to provide CEBG & insistence of advance payment are liable to be rejected. In no case BHEL shall accept liability towards interest.	Vendor to Confirm Accepted/Not Accepted	
(a)	Terms of payment for Indigenous Offer:		
	80% payment of supply value will be made on 45th day from the date of receipt of material at BHEL (date of goods receipt (GR)). Balance 20% of supply value + 100% E & C portion of P.O. value will be paid after successful commissioning of the equipment and subjected to submission & acceptance of Performance Bank Guarantee of 10% of contract value valid for 30 days beyond the guarantee period .	Vendor to Confirm Accepted/Not Accepted	
(b)	Terms of Payment for Foreign Offers:		
(i)	i) 80% payment (less Indian Agency Commission, if any) shall be paid against irrevocable Letter of Credit. ii) LC shall be opened only in the name of vendor on whom purchase order is placed. iii) LC will be opened 1 month prior to the scheduled delivery of PO. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening. OR 2) Cash against documents / Sight draft Purchaser can also accept payment terms against presentation of documents to the Purchaser's Bank / sight draft. All banking charges outside India will have to be borne by the supplier.		
(ii)	When ever there is an Indian Agent to represent a Supplier, it is essential to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of the tender opening. This is payable on satisfactory completion of the contract.		
(iii)	The second irrevocable & unconfirmed letter of credit for 20% & E&C Charges will be opened 15 days prior to the scheduled and confirmed arrival of the technicians of supplier with their names The validity of this L/C would be sufficient to cover the period required for the completion of E&C + 21 days as negotiation period. This L.C can be negotiated i)after completion of the E&C of the equipment in BHEL. This is subject to the submission of Performance Bank Guarantee for 10% of contract value valid for 30 days beyond the Guarantee / Warranty period of 24 months from the date of commissioning. The bank guarantee is to be attested by Indian Embassy & to be registered in India. PBG confirmation charges shall be borne by vendor.		

S/N	BHEL Standard Terms		Vendor's Comments
4	Warranty / Guarantee Period: Equipment shall be guaranteed against workmanship, materials used, design and performance should be for a period of 24 months from the date of supply of the material. Offers with no Guarantee shall be rejected.	Vendor to Confirm Accepted/Not Accepted	
	Loading Factor for non-acceptance of Guarantee Period: Less than 24 months from the date of supply will attract loading of AMC charges for difference of quote with warranty / guarantee period. Example : If a Supplier provides 18 months guarantee period, in place of 24 months, then the difference of 6 months will be loaded with AMC charges of 4% per annum for difference period of 6 months i.e. 2% of total cost will be loaded for evaluating lowest bidder.	If Not Accepted to Provide Warranty as requested above, Your Offer will be loaded as specified. Vendor to confirm for Loading.	
5	Penalty for Delay in "Supply" : Delay in supply beyond the quoted delivery period will attract Penalty at a rate of 0.5% per week subject to max. of 10% of total PO value .In case any bidder is not accepting the above penalty for delayed supply the offer the bidder shall be loaded as follows.	Vendor to Confirm Accepted/Not Accepted	
	Loading Factor for non-acceptance of Penalty Clause: It will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Example : If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded on supply value for evaluating lowest bidder.	If Not Accepted to BHEL Penalty Clause as requested above, Your Offer will be loaded as specified. Vendor to Confirm for Loading.	
7	Performance Bank Guarantee (PBG): The Supplier shall submit a PBG for 10% of the contract value valid for 30 days beyond Warranty / Guarantee period	Vendor to Confirm Accepted/Not Accepted; (If Not Accepted, Offer will be liable for rejection)	
	Offers with non-acceptance of Performance Bank Guarantee clause are liable to be rejected. Offers with less acceptance of PBG than the specified period and or value shall be loaded proportionately, during evaluation of the lowest bidder.	If Accepted to submit less percentage of PBG, Your Offer will be loaded as specified. Vendor to Confirm for Loading.	
8	Validity: Supplier to offer Minimum 180 days from the techno-commercial bid opening date	Vendor to Confirm Accepted/Not Accepted	
9	Risk Purchase: If the vendor fails to deliver the goods beyond penalty period specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. <u>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms</u>	Vendor to Confirm Accepted/Not Accepted	
10	Spares: Spares, required as per technical specifications shall be quoted by the Bidders in the form of Extra only. Itemised break up shall be given in the Price bid and same list without indicating any prices shall be enclosed in the techno-commercial bid. Requirement of technical specifications shall be complied with.	Vendor to furnish list of Spares and list shall be enclosed in the Techno-Commercial Bid.	
11	Commercial Terms & Conditions quoted in any place other than this format, including in Vendor's General Terms & Conditions enclosed, if any, shall be summarily ignored and be invalid for evaluation of Bids.	Vendor to Confirm Accepted/Not Accepted	

S/N	BHEL Standard Terms		Vendor's Comments
13	Taxes & Duties: (For Foreign Bidders, standard taxes applicable for importing will be applicable)	Vendor to confirm whether Offered Price is inclusive/exclusive of below taxes	
	Excise Duty @	Vendor to specify applicable ED	
	VAT / CST against C Form @	Vendor to specify applicable VAT/CST. Bidder to write clearly VAT (or) CST and applicable rate	
14	If Bidder is distributor/dealer of the OEM (Original Equipment Manufacturer), please enclose valid Authorisation letter issued by the OEM in the techno-commercial bid.	Vendor to Enclose & write Enclosed. (If Bidder is OEM, write "Not Applicable" here)	
15	Bidder shall enclose "Un-Priced bid" in the techno-commercial Bid. Un-Priced bid should be in the same format of Price Bid and no price shall be indicated in the Un-Priced Bid.	Vendor to Enclose & write Enclosed.	
16	If Bidder has not accepted for any of the above clauses, please offer your comments in the space provided. However, BHEL reserves the right to reject/load the offers which are deviating to BHEL standard Terms & Conditions		
17	BHEL is not responsible for any Postal Delays. Please submit your offer without seeking time extensions. Vendor has to give valid justification for their plea for extension and BHEL reserves the right to reject the request without any correspondence on the issue.		
18	BHEL reserves its right to reject/load the offers which are deviating to BHEL technical specifications and Standard Terms & Conditions		
19	Bidder can also submit offer through email at his own risk. However, such email offers shall be sent only to tenderbox@bhelhyd.co.in. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non receipt of offers sent thru email due to server break down / Internet failure/ transmission error etc. In case of e-mail offers, vendor name, address including contact details shall be mentioned. Bidders are advised to send e-mail Offers at least one day before to avoid late receipt if any, at our server.		
20	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.		
21	Evaluation of Offers: Purchase Orders will be placed L1 Vendor (Lowest Bidder only) .		
22	All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit, BHEL-Hyderabad. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award given by the Arbitrator shall be a speaking award and in English language. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of Sangareddy/Hyderabad Courts, Andhra Pradesh.		