



Tender No	EPD/MM/WEX/GFB/50001327
Tender Date	27/08/2013
Due date of tender opening	17/09/2013

BHEL-EPD, Bangalore desires to procure "**Gas Fired Boiler (1No)**". The offer should be addressed to

Sr.DGM /MM
Bharat Heavy Electricals Ltd
Electro Porcelain Division
PB NO 1245, Science Institute Post
Bangalore - 560012

So as to reach within 2 P.M. on the due date.

The offers should be submitted in two parts

- I. PART-A: Techno-commercial Bid and
- II. PART-B: Price Bid.

Each Part should be put in a separate sealed cover and the covers should have the corresponding Part name, Tender no, due date and name of the supplier. These two sealed covers should be kept in another sealed cover super scribed with tender number, due date and name of the supplier.

Techno-commercial offer and Price bid should not be put together in open condition. Only the cover consisting of Techno-Commercial Bid (PART-A) will be opened on the due date in the presence of those vendors or their Authorised representatives who wish to be present. The due date may be altered in case of insufficient response or other reasons deemed as valid. Refloating may also be resorted to with or without opening the received responses. The tenders meeting our Techno-Commercial requirements will be considered for Price Bid opening at a later date for which eligible vendors will be intimated in due course.

Enclosures:

- i. General Terms and conditions with Annexure A and B.
- ii. Response Sheet (to be filled and duly signed and enclosed with Techno-Commercial offer along with **unpriced** Price Bid format)
- iii. Format for Bank Guarantee
- iv. NEFT Mandate Form
- v. ~~Drawing~~ / Technical Specification

For and On Behalf Of BHEL-EPD

A.K.Sharma
Sr.DGM - MM



GENERAL TERMS AND CONDITIONS

TECHNO-COMMERCIAL CONDITIONS SHALL INTERALIA CONTAIN THE FOLLOWING:-

I. COMPLETE TECHNICAL OFFER INCLUDING DETAILED SPECIFICATIONS, DRAWINGS, CATALOGUES AND TEST REPORTS ETC., AS REQUIRED TOGETHER WITH EXPERIENCE LIST TO BE FURNISHED.
PRICES SHALL NOT BE MENTIONED IN THIS OFFER..

II. COMMERCIAL ASPECTS COVERING

- SCOPE OF SUPPLY :
- SCOPE OF WORK, IF E&C ARE INVOLVED :
- STATUTORY LEVIES :
- TERMS OF PAYMENT :
- MODE OF PAYMENT :
- DELIVERY TERMS :
- GUARANTEE / WARRANTY OF THE EQUIPMENT INCLUDING BOUGHT OUT ITEMS
- TERMS FOR ERECTION & COMMISSIONING, SUPERVISION, IF ANY :
- BHEL'S SCOPE OF WORK / SUPPLY :
- AFTER SALES SERVICE :
- PACKING& FORWARDING
- TRANSIT INSURANCE AND FREIGHT
- APPROX SIZE OF THE PACKED MATERIALS, WEIGHT AND VOLUME
- LIST OF ALL BOUGHT ITEMS AND MAKES
- VALIDITY OF THE BID

III. EARNEST MONEY DEPOSIT:

BIDDERS ARE REQUESTED TO FURNISH ALONG WITH THEIR OFFER, EMD FOR AN AMOUNT OF **Rs 40,000 /-** (**Rupees Forty Thousand Only**), BY WAY OF PAY ORDER OR DEMAND DRAFT FAVOURING "BHEL – EPD" PAYABLE AT BANGALORE. IN CASE OF FOREIGN BIDDERS E-PAYMENT SHALL ALSO BE ACCEPTED. EMD IS ALSO ACCEPTED IN CASH (AS PERMISSIBLE UNDER INCOME TAX ACT)
EMD IS EXEMPTED FOR a) CENTRAL / STATE - PSUs / GOVERNMENT DEPARTMENTS AND b) MICRO & SMALL ENTERPRISES. **TENDERS WITHOUT EMD WILL BE REJECTED FOR OTHERS.**
EMD BY THE TENDERER WILL BE FORFEITED IF THE SUCCESSFUL BIDDER/VENDOR REFUSES TO HONOUR THE ORDER AFTER AWARD OF THE SAME ON HIM AND / OR WITHDRAWS HIS BID AND / OR UNILATERALLY CHANGES THE OFFER AND / OR ANY OF ITS TERMS & CONDITIONS WITHIN THE VALIDITY PERIOD.
EMD GIVEN BY ALL UNSUCCESSFUL TENDERERS SHALL BE REFUNDED ON ACCEPTANCE OF AWARD / LOI /PO BY SUCCESSFUL TENDERER.
THE EMD OF SUCCESSFUL BIDDER SHALL BE RETURNED AFTER SUBMISSION OF CONTRACT EXECUTION BANK GUARANTEE (CEBG)
EMD SHALL NOT CARRY ANY INTEREST

IV. INDIAN AGENTS OF FOREIGN SUPPLIERS

- BHEL SHALL DEAL DIRECTLY WITH FOREIGN VENDORS, WHEREVER REQUIRED, 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.
- 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.
- 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.
- ANY AGENCY COMMISSION TO BE PAID BY BHEL TO THE INDIAN AGENT SHALL BE IN INDIAN CURRENCY ONLY.



- TAX DEDUCTION AT SOURCE IS APPLICABLE TO THE AGENCY COMMISSION PAID TO THE INDIAN AGENT AS PER THE PREVAILING RULES.
- IN THE ABSENCE OF ANY AGENCY AGREEMENT, BHEL SHALL NOT DEAL WITH ANY INDIAN AGENT (AUTHORISED REPRESENTATIVES / ASSOCIATE / CONSULTANT OR WHATEVER NAME CALLED) AND SHALL DEAL DIRECTLY WITH THE FOREIGN PRINCIPAL ONLY FOR ALL CORRESPONDENCE AND BUSINESS PURPOSES.
- THE "GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS ENCLOSED AT ANNEXURE-A SHALL APPLY IN ALL SUCH CASES.
- 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 SUPPLIES/SERVICES SHALL BE CHECKED BY BHEL AS PER THE EXTANT GUIDELINES OF SUPPLIER EVALUATION, APPROVAL & REVIEW PROCEDURE (SEARP), BEFORE OPENING OF PRICE BIDS. IN THIS REGARD, DETAILS MAY BE CHECKED AS PER ANNEXURE-B. IT WILL BE THE RESPONSIBILITY OF THE OEM / FOREIGN PRINCIPAL TO GET ACQUAINTED WITH THE EVALUATION REQUIREMENTS OF INDIAN SUPPLIER/ AGENT AS PER SEARP AVAILABLE ON WWW.BHEL.COM.

THE RESPONSIBILITY FOR SUCCESSFUL EXECUTION OF THE CONTRACT (INCLUDING INDIGENOUS SUPPLIES/ SERVICES) LIES WITH OEM/ FOREIGN PRINCIPAL. ALL BANK GUARANTEES TO THIS EFFECT SHALL BE IN THE SCOPE OF THE OEM/ FOREIGN PRINCIPAL.

V. DELIVERY PERIOD FOR 'SUPPLY' AND 'E&C':

BIDDERS SHOULD QUOTE TIME PERIOD SEPARATELY FOR 'SUPPLY' AND E&C OF EQUIPMENT. THE BIDDERS SHOULD QUOTE THEIR EARLIEST SCHEDULE FOR SUPPLY AND E&C AGAINST THE SCHEDULE INDICATED BELOW.

- a) **In 6 to 8 Weeks time (for supply) from the date of Techno-commercially clear Purchase order) and**
- b) **In 4 week time (for E&C) from the date of site clearance.**

BHEL RESERVES THE RIGHT TO ACCEPT AN OFFER NOT MEETING THE NIT SCHEDULE.

SUPPLY PERIOD INDICATED BY BIDDER SHOULD INCLUDE REASONABLE TIME REQUIRED FOR APPROVAL OF DRAWINGS AND OTHER INPUTS FROM BHEL. IN THE TECHNO-COMMERCIAL BID, THE BIDDER SHALL SUBMIT MILESTONES FOR VARIOUS ACTIVITIES IN CO-RELATION WITH SUPPLY AND E&C PERIOD QUOTED BY HIM.

DELIVERY TERM FOR INDIGENOUS SUPPLIES: F.O.R. - B.H.E.L. - EPD, STORES [PACKING & FORWARDING, FREIGHT & INSURANCE ARE IN SUPPLIER'S SCOPE I.E. INCLUDED IN THE QUOTED PRICES].

DELIVERY TERM FOR FOREIGN SUPPLIES: FOB / FCA/ CIF BASIS INCLUSIVE OF SEA / AIR WORTHY PACKING AND INCLUSIVE OF ALL CHARGES TILL FOB / FCA.

VI. CHARGES FOR ERECTION & COMMISSIONING:

(The estimated value of E&C as a percentage of total value as per NIT is 5%)

ERECTION & COMMISSIONING (E&C) CHARGES WILL INCLUDE SERVICES TO BE RENDERED AT BHEL LIKE ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, TRAINING TO OPERATORS, ETC.

E&C CHARGES SHOULD BE QUOTED SEPARATELY BY BIDDERS. ONLY IN CASE WHERE QUOTED VALUE IS LESS THAN THE VALUE (IN %) SPECIFIED IN THE NIT OR SEPARATE E&C CHARGES ARE NOT MENTIONED IN THE OFFER, CHARGES FOR E&C PORTION SHALL BE DEEMED TO BE CONSIDERED AS THE VALUE INDICATED IN NIT AND ACCORDINGLY SUPPLY VALUE WILL BE ADJUSTED FROM THAT QUOTED VALUE AND BALANCE WILL BE RELEASED AS E&C PAYMENT.

VII. VALIDITY OF THE OFFER:

75 DAYS FROM DATE OF OPENING OF TECHNO-COMMERCIAL BID, EXTENDABLE TO A MUTUALLY AGREED PERIOD. PRICE VARIATION CLAUSE WITHIN THIS PERIOD WILL NOT BE ENTERTAINED.



VIII. PRICE IMPACT:

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. 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.

THE BIDDERS WILL NOT BE ALLOWED TO REVISE THE PRICE DURING VALIDITY PERIOD. IN CASE, OUT COME OF TECHNO-COMMERCIAL DISCUSSION HAS ANY PRICE IMPLICATION, ONLY CORRESPONDING **PRICE IMPACT** IS TO BE SUBMITTED BY THE VENDOR IN A SEALED COVER WHICH WILL BE OPENED ALONG WITH THE ORIGINAL PRICE BID ON THE SPECIFIED DATE.

IX. PRICE EVALUATION:

BIDDERS SHALL QUOTE FOR 'SUPPLY' AND 'ERECTION & COMMISSIONING' (SERVICES) SEPARATELY AS PER FORMAT FOR PRICE BID. THE EVALUATION OF TENDER SHALL BE CONSIDERED ON LANDED COST BASIS (TOTAL COST TO BHEL). LANDED COST SHALL BE WORKED OUT ON PRICE QUOTED INCLUDING FREIGHT, EXCISE DUTY, AND SALES TAX AFTER TAKING OUT CENVAT AND VAT BENEFIT, AS APPLICABLE. THE COMPARATIVE STATEMENT SHALL BE WORKED OUT ON OVERALL LANDED COST BASIS FOR THE **WHOLE PACKAGE**.

- A) FOR THE PURPOSE OF COMPARING PRICES, TENDER PRICES SHALL BE CONVERTED TO INDIAN RUPEES AND FOR EVALUATION, EXCHANGE RATE (TT SELLING RATE OF SBI) AS ON SCHEDULED DATE OF TENDER OPENING (Part-1 bid in case of two part bid) SHALL BE CONSIDERED. THIS EXCHANGE RATE WILL BE FOLLOWED TILL PLACEMENT OF ORDER. THE COMPARATIVE STATEMENT OF THE PRICES PREPARED ON THE REFERENCE DATE SHALL REMAIN FIRM THROUGHOUT THE EXECUTION PERIOD. ANY CHANGE IN DUTY & TAX STRUCTURE DURING EXECUTION OF THE CONTRACT WILL NOT BE CONSIDERED FOR RE-RANKING OF VENDORS.
- B) BHEL RESERVES THE RIGHT TO GO FOR REVERSE AUCTION INSTEAD OF OPENING THE SUBMITTED SEALED PRICE BIDS, WHICH WILL BE DECIDED AFTER EVALUATION OF TECHNO-COMMERCIAL BID.
- C) BHEL RESERVES THE RIGHT / OPTION TO NEGOTIATE OR REFLOAT THE TENDER IF L1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE TO BHEL.

X. PAYMENT TERM (Indigenous):

- 80% OF MATERIAL VALUE WITH 100% TAXES & DUTIES SHALL BE MADE WITHIN 45 DAYS TIME FROM THE DATE OF RECEIPT OF MATERIAL AT BHEL.
- 20% OF MATERIAL VALUE PLUS E&C (SERVICE) CHARGES AFTER E & C CERTIFICATE ISSUED BY BHEL AND SUBMISSION OF PERFORMANCE BANK GUARANTEE (PBG), VALID FOR 30 DAYS BEYOND THE WARRANTY PERIOD BY SUPPLIER FROM ANY OF THE CONSORTIUM BANKS OF BHEL FOR 10% OF TOTAL PO VALUE. THE PBG CONFIRMATION CHARGES SHALL BE BORNE BY VENDOR.

BG SHOULD BE RECEIVED BY BHEL DIRECTLY FROM YOUR BANKER IN THE PRESCRIBED FORMAT

ALL PAYMENTS WILL BE MADE BY WAY OF ELECTRONIC TRANSFER OF FUNDS (NEFT) SYSTEM. THE VENDOR SHOULD FURNISH THE NEFT MANDATE.

XI. PAYMENT THROUGH L/C (IMPORTS)

WHERE THE PAYMENTS ARE THROUGH L/C (L/C OPENING CHARGES SHALL BE LOADED) PAYMENT OF SUPPLY VALUE SHALL BE 80% ON DISPATCH AND 20% ON ISSUE OF E&C CERTIFICATE. PAYMENT OF E&C VALUE SHALL BE MADE AGAINST E&C CERTIFICATE ISSUED BY BHEL. E&C CERTIFICATE SHALL BE ISSUED ON SATISFACTORY COMPLETION OF ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, TRAINING TO OPERATORS, ETC., AS ENVISAGED IN PO. THE L/C SHALL BE OPENED BY BHEL AS PER FOLLOWING:

- (I) WITHIN 30 DAYS OF RECEIPT OF ACCEPTABLE CEBG, AN IRREVOCABLE UNCONFIRMED L/C WILL BE OPENED FOR 30% OF THE PAYMENT TOWARDS SUPPLY, DUE ON SHIPMENT I.E. 24% OF THE SUPPLY VALUE OF PO (30% TO 80%)

NOT EARLIER THAN 60 DAYS BEFORE THE SHIPMENT DATE, THE VALUE OF THIS IRREVOCABLE UNCONFIRMED L/C WOULD BE ENHANCED FROM 24 % TO 80 % OF THE SUPPLY VALUE OF PO.



THE ABOVE L/C CAN BE NEGOTIATED AFTER SHIPMENT AGAINST SUBMISSION OF B/L OR AWB AND SUCH OTHER DOCUMENT AS MENTIONED IN THE PO. THE ABOVE L/C WILL BE VALID FOR A PERIOD EXTENDING 21 DAYS BEYOND THE SHIPMENT DATE FOR NEGOTIATION OF DOCUMENTS.

- (II) 15 DAYS PRIOR TO THE SCHEDULED & CONFIRMED ARRIVAL OF THE TECHNICIANS OF SUPPLIER WITH THEIR NAMES, AN IRREVOCABLE UNCONFIRMED L/C WILL BE OPENED FOR A VALUE EQUAL TO 20% OF THE SUPPLY VALUE OF PO PLUS 100% OF THE E&C VALUE OF PO. THE VALIDITY OF L/C WOULD BE SUFFICIENT TO COVER THE PERIOD REQUIRED FOR THE COMPLETION OF E&C PLUS 21 DAYS AS NEGOTIATION PERIOD.

THIS L/C CAN BE NEGOTIATED AFTER (A) COMPLETION OF E&C OF THE EQUIPMENT IN BHEL AND AGAINST E&C CERTIFICATE ISSUED BY BHEL AND (B) SUBMISSION OF PERFORMANCE BANK GUARANTEE (PBG) BY SUPPLIER IN THE PROSCRIBED FORMAT VALID FOR 30 DAYS BEYOND THE WARRANTY PERIOD, FROM ONE OF THE CONSORTIUM BANKS OF BHEL OR FROM A REPUTED BANK AND CONFIRMED BY CONSORTIUM BANK OF BHEL FOR 10% OF TOTAL PO VALUE. THE PBG CONFIRMATION CHARGES SHALL BE BORNE BY VENDOR.

UNDER ALL CIRCUMSTANCES, CEBG SHALL BE KEPT VALID TILL THE PBG BECOMES OPERATIONAL.

XII. PENALTY FOR DELAY IN 'SUPPLY' AND 'E&C':

FOR THE PURPOSE OF PENALTY FOR DELAY IN E&C OF THE EQUIPMENT, THE DURATION WILL BE RECKONED FROM THE DATE OF INTIMATION BY BHEL TO VENDOR ABOUT READINESS OF SITE.

PENALTY ON DELAY IN 'SUPPLY' AND / OR 'E&C' WILL BE APPLICABLE TO THE DELAYS ATTRIBUTED TO VENDOR. PENALTY WILL BE CONSIDERED SEPARATELY FOR 'SUPPLY' AND 'E&C'.

THE RATE OF PENALTY FOR DELAYED SUPPLY SHALL BE @ 0.5% PER WEEK OF DELAY OF TOTAL PO VALUE (SUPPLY +E&C) IN SUPPLY SUBJECT TO A MAXIMUM OF 10% OF TOTAL PO VALUE.(SUPPLY + E&C)

THE RATE OF PENALTY FOR DELAYED E&C SHALL BE @ 0.5% PER WEEK OF DELAY OF TOTAL PO VALUE (SUPPLY +E&C) IN E&C SUBJECT TO A MAXIMUM OF 10% OF TOTAL PO VALUE.(SUPPLY + E&C)

MAXIMUM PENALTY FOR DELAY IN SUPPLY AND E&C TOGETHER SHALL BE LIMITED TO 15% OF TOTAL PO VALUE.(SUPPLY + E&C)

IN CASE PO INCLUDES MORE THAN ONE MACHINE, THE PENALTY SHALL BE @ 0.5% PER WEEK OF DELAY ON TOTAL PO VALUE (SUPPLY + E&C)

XIII. LOADING FACTOR:

IF THE OFFER IS NOT INLINE WITH THE TERMS & CONDITIONS SPECIFIED BY BHEL, THE FOLLOWING LOADING CRITERIA WILL BE ADOPTED FOR EVALUATION.

- A) FOR PAYMENT TERM:** FOR ANY DEVIATION TO THE PAYMENT TERM OFFERED W.R.T. NIT, **SUCH BIDDER HAVE TO SUBMIT BANK GUARANTEE AT THE TIME OF PAYMENT/ OPENING OF LC IN THE PRESCRIBED FORMAT** OF THE AMOUNT EXCEEDING 80% OF THE PO VALUE, VALID TILL ISSUE OF E&C CERTIFICATE.

ADDITIONALLY, FOR ANY DEVIATION SOUGHT INCLUDING AS MENTIONED ABOVE, IN PAYMENT TERMS BY BIDDER W.R.T. TENDER CONDITIONS, FOLLOWING LOADING SHALL BE APPLIED.

- I) BENCHMARK PRIME LENDING RATE (BPLR) OF SBI AS APPLICABLE ON THE SCHEDULE DATE OF TENDER OPENING + 2% FOR THE AMOUNT & PERIOD OF RELAXATION SOUGHT BY BIDDER.
- II) ON ACCOUNT OF PAYMENT THROUGH L/C, IF INSISTED BY BIDDER, BANK CHARGES SHALL ALSO BE LOADED FOR THE DEVIATION IN OPENING OF L/C BY BHEL AND PERIOD AND AMOUNT OF LC W.R.T. NIT NORMS, AS PER PREVAILING BANK RATES.

- B) FOR TRANSPORTATION CHARGE:**

AS PER BHEL RATE CONTRACT PREVAILING ON THE DATE OF OPENING OF TENDER

- C) FOR TRANSIT INSURANCE:**

AS PER BHEL RATE PREVAILING ON THE DATE OF OPENING OF TENDER

- D) FOR DELAY IN DELIVERY SCHEDULE FOR 'SUPPLY' AND 'E&C':**

LOADING SHALL BE TO THE EXTENT OF PENALTY APPLICABLE FOR DELAY IN 'SUPPLY' AND 'E&C', TO WHICH IT IS NOT AGREED.



XIV. DEVIATIONS:

A SEPARATE SHEET INDICATING DEVIATIONS IN TECHNICAL SPECIFICATION, COMMERCIAL TERMS AND CONDITIONS TO BE ENCLOSED IN PART A OF THE OFFER.

XV. CLARIFICATIONS SOUGHT BY BHEL DURING TECHNICAL & COMMERCIAL EVALUATION

IN CASE, BHEL ASKS FOR ANY CLARIFICATION, THE VENDOR HAS TO SUBMIT THE SAME WITHIN THE SPECIFIED DATE OTHERWISE THE OFFER WILL BE EVALUATED CONSIDERING THE CLARIFICATIONS, IF ANY RECEIVED, AS ON THE SPECIFIED DATE. NO GRACE PERIOD OR LATE SUBMISSION IS ALLOWED

XVI. RISK PURCHASE CLAUSE:

BHEL, AT ITS OPTION, WILL BE ENTITLED TO PURCHASE ELSEWHERE AT THE COST AND RISK OF THE VENDOR, EITHER THE WHOLE OR PART OF THE GOODS WHICH THE VENDOR HAS FAILED TO DELIVER WITHIN THE STIPULATED TIME. THE VENDOR SHALL BE LIABLE FOR ANY LOSS THAT BHEL MAY SUSTAIN BY REASON OF SUCH RISK PURCHASES. BHEL RESERVES THE RIGHT TO CANCEL THE CONTRACT IN FULL OR PART, IF PERFORMANCE WITH RESPECT TO QUALITY AND DELIVERY IS UNSATISFACTORY; AND BHEL SHALL HAVE THE RIGHT TO ENTER INTO CONTRACT WITH OTHER VENDORS AGAINST SUCH CANCELLATION OF CONTRACT AGAINST RISK PURCHASE CLAUSE. **FAILING TO ACCEPT THIS CLAUSE MAY RESULT IN REJECTION OF YOUR OFFER.**

XVII. INSPECTION:

PRE DESPATCH INSPECTION OF THE MATERIALS WILL BE CONDUCTED BY BHEL AT VENDOR'S PLACE. FOR PRE DESPATCH INSPECTION, ADEQUATE NOTICE HAS TO BE GIVEN BY THE VENDOR FOR DEPLOYMENT OF BHEL'S PERSONNEL. BHEL HAS THE RIGHT TO REVIEW THE QUALITY PLAN OF THE MANUFACTURER AND ACCESS TO THE PROCESS DATA OF THE MANUFACTURER. ALL NECESSARY TEST & CALIBRATION CERTIFICATES SHOULD ACCOMPANY SUPPLY.

XVIII. MAINTENANCE MANUAL:

THE VENDOR SHALL PROVIDE THREE SETS OF OPERATION AND MAINTENANCE MANUALS ALONG WITH THE RELEVANT DRAWINGS. THIS WILL BE CONSIDERED AS PART OF COMMISSIONING.

XIX. ERECTION AND COMMISSIONING:

IN CASE OF E&C IN THE VENDOR'S SCOPE, THE PERSONNEL DEPLOYED FOR THE JOB SHOULD HAVE THE NECESSARY CLEARANCE FROM HR DEPT OF BHEL. THE VENDOR SHOULD BRING ALL EQUIPMENT AND MANPOWER REQUIRED FOR ERECTION AND COMMISSIONING AS DETAILED IN THE THEIR SCOPE OF SUPPLY/WORK.

XX. TRAINING:

THE VENDOR SHALL TRAIN BHEL PERSONNEL ON OPERATION AND MAINTENANCE OF THE EQUIPMENT.

XXI. REGISTRATION UNDER MSMED ACT 2006: KINDLY, NOTE THAT IF YOU ARE REGISTERED UNDER MSMED ACT 2006, CONFIRM THE SAME IN YOUR QUOTATION AND SUBMIT THE LATEST VALID CERTIFICATE FOR MICRO, SMALL & MEDIUM ENTERPRISES (MSME) AND FOR THE SC/ST OWNERSHIP, IF ANY, FOR AVAILING BENEFITS AS PER THE ACT. BHEL WISHES TO ENCOURAGE THE PARTICIPATION OF MICRO AND SMALL SCALE ENTERPRISES (M&SE). IN ORDER TO BE ELIGIBLE FOR AVAILING THESE PREFERENCES, VENDORS ARE REQUESTED TO FURNISH THE FOLLOWING:

- CERTIFICATE OF REGISTRATION UNDER MSMED ACT,2006;
- CERTIFICATE FROM A PRACTICING CHARTERED ACCOUNTANT THAT THE INVESTMENT IN PLANT AND MACHINERY IS WITHIN THE PERMISSIBLE LIMIT AS PER THE ACT.

XXII. SHORTAGES: IN CASE, ANY SHORTAGE IS NOTICED viz-a-viz PO REQUIREMENT IN THE MAIN EQUIPMENT / SPARES, SUCH SHORTAGES SHALL BE REPLENISHED BY SUPPLIER ON F.O.R.DESTINATION BASIS, WITHOUT ANY COST IMPLICATION TO BHEL. I.E.CUSTOM DUTY AND FREIGHT CHARGES, ETC UP TO DESTINATION FOR SUCH SHORT SUPPLIES SHALL BE BORNE BY THE SUPPLIER.

XXIII. IF THERE ARE MORE THAN ONE ITEM CALLED FOR IN THE TENDER, OVERALL L-1 WILL BE CONSIDERED FOR ORDER PLACEMENT.

XXIV. OFFERS NOT MEETING NIT TERMS ARE LIABLE TO BE REJECTED.



ANNEXURE – A

Guidelines for Indian Agents of Foreign Suppliers

- 1.0** There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/retainer ship being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 Disclosure of Particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers.
- 2.1.1 The Bidder(S) Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is existing company and details of the same shall be furnished.
- 2.1.2 The amount of commission /remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the tender that the commission /remuneration, if any, payable to his agents/representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 **Tenderers of Indian Nationality shall furnish the following details in their offers:**
- 2.2.1 The Bidder(S) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well their status, i.e. whether manufacture or agents of manufacture holding the Letter or authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
- 2.2.2 The amount of commission/ remuneration included in the price(s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of Tender that the commission/remuneration, if any, reserved for the Tender in the quote price(s), may be paid by BHEL in India in equivalent Indian Rupees on Satisfactory completion of the project or supplies of Stores and spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure of furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

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ANNEXURE – B

This format is applicable only to India Suppliers/ Agents supplying indigenous portion of Foreign Purchases. In all other cases, extant guidelines of SEARP, 2010 are to be followed.

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/Systems/Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none">• Attach authorization letter and agency agreement from principal (from whom capital equipment is procured)• Attach copy of declaration from Foreign Principal for total guarantee warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration Particulars
4.1	Permanent Account No.
4.2/4.3	Sales Tax/ TIN no
4.6	Services tax. no. (in case of E&c)
5.0	Organisational strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel Employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
9.0	Financial information
9.6	Sales/Turnover details of last 3 years (or from the date of incorporation whichever is less)



Un-Priced "Price Bid Format"

FOR SUPPLY

SL.NO.	DESCRIPTION	Quoted / not Quoted / NA
1	COST OF BASIC EQUIPMENT (as per Specification)	
2	COST OF ACCESSORIES/ SPARES, (If Applicable) (Details to be furnished)	
3	TOTAL EXWORKS / FOR / FOB / CIF COST	
4	PACKING & FORWARDING CHARGES	
5	EXCISE DUTY & CESS ON ED (mention Current applicable %)	
6	ST / CST / VAT (mention Current applicable %)	
7	FREIGHT CHARGES	
8	INSURANCE CHARGES	
9	TOTAL VALUE	

FOR E&C (SERVICES)

SL.NO.	DESCRIPTION	Quoted / not Quoted / NA
1	TRAINING CHARGES (If applicable)	
2	Erection and Commissioning charges (E&C) or Installation and Commissioning charges (as applicable)	
3	OTHER CHARGES, IF ANY	
4	TOTAL SERVICE CHARGES	
5	SERVICE TAX (mention Current applicable %)	
6	TOTAL SERVICE COST	

NOTE: Please do not mention Price any where in this format. This format has to be enclosed with Techno Commercial bid (Part-A)



RESPONSE SHEET:

SL NO	DESCRIPTION	BHEL REQUIREMENT	VENDORS' OFFER
1	Terms of quote		
	1 A. Delivery Term (for Indigenous)	FOR BHEL- EPD STORES	
	1 B. Delivery Term (for Imports)	FOB / FAS (Foreign port)/CIF	
2	EXCISE DUTY/E.Cess/SHE.Cess	%	
3	Service Tax, if any	%	
4	CST/VAT (BHEL shall furnish C- form)	%	
5	PACKING & FORWARDING CHARGES	BY SUPPLIER	
6	FREIGHT & INSURANCE	BY SUPPLIER	
7	PAYMENT TERMS : (INDIGENOUS)	-80% OF MATERIAL VALUE WITH 100% TAXES & DUTIES SHALL BE MADE WITHIN 45 DAYS TIME FROM THE DATE OF RECEIPT OF MATERIAL AT BHEL. -20% OF MATERIAL VALUE PLUS 100% E&C (SERVICE) CHARGES AFTER E & C CERTIFICATE ISSUED BY BHEL AND SUBMISSION OF PERFORMANCE BANK GUARANTEE (PBG), VALID FOR 30 DAYS BEYOND THE WARRANTY PERIOD BY SUPPLIER FROM ANY OF THE CONSORTIUM BANKS OF BHEL FOR 10% OF TOTAL PO VALUE. THE PBG CONFIRMATION CHARGES SHALL BE BORNE BY VENDOR.	
8	PAYMENT TERMS: (IMPORTS)	THROUGH L/C. (AS PER CLAUSE XI)	
9	ERECTION/INSTALLATION & COMMISSIONING	As specified in NIT under clause VI	
10	DELIVERY	As specified in NIT under clause V	
11	PENALTY FOR DELAY	As specified in NIT under clause XII	
12	RISK PURCHASE CLAUSE	AS PER BHEL NORMS (clause XVI)	
13	WARRANTY	12 Months from the date of E&C or 18 Months from the date of supply, whichever is earlier	
14	VALIDITY	75 DAYS	
15	UNPRICED "Price Bid Format"	To be submitted along with Technical Bid.	

Please fill this sheet and send with Techno-Commercial offer, duly signed



FORMAT FOR PBG FOR FINAL 10% PAYMENT
(To be executed on a Rs100/- Non-judicial stamp Paper)

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 representative Sri. _____ & Sri. _____ (Hereinafter called 'guarantor ' which term shall mean and include its successors and assigns)

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort , New Delhi-100 049 and its Electroporcelains Division at Malleswaram, Bangalore-560 012 (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.

AND WHEREAS the company is not required to pay to the supplier a sum of Rs. _____ (Rupees _____ only) 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 _____ (Rupees _____ only) 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 Rs. _____ (Rupees _____ only) 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 covenants 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. _____ (Rupees _____ only) 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 due 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 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 contained, the liability of the guarantor under these presents is restricted to Rs. _____ (Rupees _____ only). 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.



FORM NO. E – 5

Appendix -VIII

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

MODEL MANDATE FORM

INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH CREDIT CLEARING MECHANISM

SCHEME NAME AND THE PERIODICITY OF PAYMENT

1. INVESTOR/CUSTOMER'S NAME:

2. PARTICULARS OF BANK ACCOUNT

A. BANK NAME:

B. BRANCH NAME:

ADDRESS:

TELEPHONE NO:

C. 9- DIGIT CODE NUMBER OF THE BANK & BRANCH APPEARING ON THE MICR CHEQUE ISSUED BY THE BANK:

D. ACCOUNT TYPE (S.B ACCOUNT/CURRENT OR CASH CREDIT) WITH CODE 10/11/13:

E. I F S C NO.

F. ACCOUNT NUMBER (AS APPEARIG ON THE CHEQUE BOOK):

G. E MAIL ID: ADDRESS

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque, or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

P.T.O



3. DATE OF EFFECT:

I hereby state that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Date: (-----)
Signature of the Investor/ Customer

Certificate that the particulars furnished above are correct as per our records.

COMPANY STAMP (-----)

Date: SIGNATURE OF THE AUTHORIZED/ OFFICIAL

From the Bank