



BHARAT HEAVY ELECTRICALS LTD.,
 RAMACHANDRAPURAM
 HYDERABAD - 500 032.
 ANDHRA PRADESH - INDIA.

PH. NO:040-2318 2169
 FAX NO:040-2318 6011

ENQUIRY

SHEET.....OF

PURCHASE DEPARTMENT

SUPPLIER CODE:		ENQUIRY		AMENDMENT		NO. OF ITEM:001	
		M2/13/6000001800/KVS	DATE:	No.	Date.		
			18.11.2013				
DUE DATE OF QUOTATION.		THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER.					
10.12.2013							
<p>Kindly note that visiting hours are only after 14.30 hrs. unless with a prior appointment. Please specify on all your Correspondence/Envelopes/Telexes addressee's name, designation department and our reference for our Tender enquiry prompt action.</p>							

ENQ	INDENT	INDT.	MATERIAL CODE	DESCRIPTION SPECIFICATION.	UNIT	QTY	DELIVERY SCHEDULE	
SI.No.	(MPR)No.	SI.No.					DATE	QTY
10	6000001800	10	CG3900216169	GOVERNING COMPONENTS TEST RIG FOR GT	NO.	1.000		1.000
				NOTE : 1).TWO PART BID ONLY 2).TECHINICAL SPECIFICATIONS AND BHEL COMMERCIAL TERMS & CONDITIONS ARE ENCLOSED				

Instructions: Offers are invited to submit in Two-Parts and the following procedure shall be followed.

a) Part-I : TECHNICAL-CUM-COMMERCIAL BID :

1. Consisting of complete technical details, catalogues, drawings and all commercial terms, Tender fee & EMD , Un priced bid. (Money values shall not be indicated).

b) Part-II : PRICE BID :

1. Consisting of prices for the items enquired. Preconditions for price will not be accepted.

2. The technical-Cum-Commercial offer will be opened first, discussed, finalised and only then the price bid of technically acceptable offers will be opened.

3. In the event, if there is any change in the scope of supply / technical specifications, the bidder can submit revised price bid before price bid due date. The supplier should indicate on the cover "Revised Price Bid".

4. If you are not interested / not in a position to participate in the tender, Please send REGRET letter explaining the reasons for not participating, before due date addressed to Manager/Pur-CG, BHEL, Hyd.

5. The material offered shall be strictly conform to the specification enclosed.

6. Offers can also be submitted in two parts through E-Mail by mailing to tenderbox@bhelhyd.co.in within the due date.

7. BHEL is not responsible for any Postal Delays.

8. Please visit BHEL WEB SITE www.bhel.com for full set of tender documents .Please download the documents and submit the same.

SPECIAL ATTENTION:
DEAR SIR, Please submit your lowest quotation in sealed cover superscribed with Enquiry No. & date subject to our terms and conditions attached for the above materials so as to reach us on or before due date by 11.00 a.m. and the Tenders will be opened at 13.00 Hours.
If our enquiry.no. tender due date are not superscribed on the tender cover, your offer shall be summarily rejected. Also quote Enquiry No., date and Enquiry SL.NO. in all correspondence for prompt action.

TEST CERTIFICATE*		* TICK THE APPLICABLE BOX	
REQD <input type="checkbox"/>	NOT REQD <input type="checkbox"/>	FOR AND ON BEHALF OF BHARAT HEAVY ELECTRICALS LTD., K.V.SESHU KUMAR DGM/PUR-CG	
REQD <input type="checkbox"/>	GUARANTEE NOT REQD <input type="checkbox"/>		
REQD <input type="checkbox"/>	SAMPLE NOT REQD <input type="checkbox"/>		

Ph: 040 - 2318 2169
Fax : 040 - 2318 6011
E-mail of Purchase Executive: kvsk@bhelhyd.co.in
<u>BHARAT HEAVY ELECTRICALS LIMITED</u>
<u>RAMACHANDRAPURAM, HYDERABAD – 32</u>
<u>(A GOVERNMENT OF INDIA UNDERTAKING)</u>
<u>PURCHASE DEPARTMENT (CG)</u>
<u>TENDER SCHEDULE</u>
TENDER No:M2/13/6000001800/KVS
DESCRIPTION : GOVERNING COMPONENTS TEST RIG FOR GT.
QUANTITY : 1 No.
DELIVERY SCHEDULE FOR SUPPLY FROM THE DATE OF PURCHASE ORDER: 6 Months
NOT EARLIER THAN : N.A
NOT LATER THAN : 7 Months
GRACE DELIVERY PERIOD WITH LOADING FACTOR : One month
SCHEDULE FOR ERECTION & COMMISSIONING FROM THE DATE OF READINESS OF SITE (WHICH IS TO BE INTIMATED BY BHEL) :
E&C CHARGES AS PERCENTAGE OF TOTAL VALUE : Minimum 5 %.
LAST DATE FOR SALE OF DOCUMENTS : 09.12.2013
DUE DATE FOR SUBMISSION OF TENDERS : 10.12.2013
COST OF TENDER DOCUMENTS : Rs 1000/-
EARNEST MONEY DEPOSIT(REFER INSTRUCTION SHEET FOR DETAILS): Rs 40,000/-
NOTES :
Demand Draft / Bankers cheques drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD" towards the cost of the documents and EMD shall be submitted along with the Technical Bid in a separate cover.
Offers can also be submitted in Two parts through E-Mail by mailing only to tenderbox@bhelhyd.co.in with in due date without marking CC or BCC to any BHEL staff.
Offers sent to any other E-mail ID will not be considered. In case the offer is sent by email, the technical bid and price bid shall be sent as separate attachments to the email (as scanned copies of the original which is signed and stamped). The "subject" of the email should indicate the enquiry No., Description of the main item and due date. The name and address of the vendor shall be clearly indicated in the email.
Techno-commercial Bid will be opened on the due date. BHEL reserves the right to extend the due date for Technical Bid at its discretion, depending on the response or change in requirement schedule.
If the Enquiry No., Tender due date and address of the supplier are not superscribed on the Tender Cover, the offer shall be summarily rejected. Also quote Enquiry No. & date in all correspondence for prompt action.
All corrigenda, addenda, amendments, time extensions, clarifications, etc of the Tenders will be hosted on BHEL website www.bhel.com . Bidders should regularly visit websites to keep themselves updated.
DGM/PURCHASE -CG



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

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

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
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 in the quoted prices) . Ex-works is not acceptable. The risk for delivery remains with the Seller until the goods are delivered at the agreed place. Vendor to submit "COMPLETION CERTIFICATE " as per ANNEXURE VII along with other dispatch documents.		Non Deviatable
(b)	Foreign Supplies : Foreign supplies have to be made on Incoterm CIF basis (i.e. Inclusive of Sea/Air worthy packing and inclusive of all freight and Insurance upto Mumbai Sea Port . Foreign supplies will be loaded with 2.1% towards inland freight & insurance from Mumbai to BHEL Hyderabad stores for tender evaluation purpose. Notes: i) Offer with terms of delivery other than CIF are liable for rejection. ii) Trans-shipment strictly not permitted, please refer instructions point no:K-2 in this regard. (iii) Vendor to submit "COMPLETION CERTIFICATE " as per ANNEXURE VII along with other dispatch documents. (iv) The risk for delivery remains with the Seller until the goods are delivered at the agreed place.		Non Deviatable
(c)	In case,any shortage is noticed viz-viz PO requirement in the main equipment/spares,such shortage shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc.upto destination for such short supplies shall be borne by the supplier. Please also note that any short supply will attract imposition of penalty on the total P.O. value.(Supply+E&C).		Non Deviatable
(d)	(i) Supplier shall indicate the place of dispatch (ii) Name of the port of loading in case of foreign supplier.		
02	Delivery Period:		
(i)	The Bidder should quote their earliest schedule for Supply and E&C against the schedule indicated in the Tender schedule of the NIT. Bidder should quote time period separately for "Supply", "E&C" of equipment. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule. The supply period indicated by bidder should be with effect from the PO/LOI date up to the terms of delivery and should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit mile stones for various activities in co-relation with supply and E&C period quoted by them.		
(ii)	Any offer beyond the "max.acceptable delivery period" shall be rejected. All offers which do not confirm to the specified delivery period mentioned in tender schedule , but are within the "max. acceptable delivery period" shall be loaded for the delayed delivery beyond 'X' @ 0.5% per week or part thereof subject to a maximum of 10% of the supply value.		
(iii)	The tendered goods shall be delivered within the period of stipulated in P.O. Incase of Imports , the date of BL/AWB will be reckoned as delivery completion date.		Non Deviatable
3	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. Payment terms mentioned here under for Indigenous and Imported Offers.		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
(a)	Terms of payment for Indigenous Offer:(E&C is to be done by vendor)		
(i)	(i) Despatch of Goods on door delivery basis only. Goods despatched with documents presented through Bank will be loaded with corresponding bank charges. (ii) 80% payment of supply value will be made on 45th day from the date of receipt of material at BHEL. 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.		
(b)	Terms of Payment for Foreign Offers:(E&C is to be done by vendor)		
(i)	Total supplies are to be from Foreign Source. Where the payments are through L.C (L.C opening charges are to be loaded) payment of supply value shall be 80% on dispatch and 20% on issue of E&C certificate.Payment of E&C value shall be made against E&C certificate issued by BHEL. E&C certificate shall be issued on satisfactory completion of Erection, Commissioning, Job proving, Performance tests, Training to operators etc. as envisaged in PO. The L.C. shall be opened by BHEL as per the following. 1) Within 30 days of receipt of acceptance of P.O. , Drawings and milestones of Manufacturing schedule, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the supply value of the P.O.(30% of 80%). Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24% to 80% of the supply value of the P.O. The above L/C can be negotiated after the shipment against submission of B/L or AWB, and such other documents, as mentioned in the P.O.or L/C and submission of Pre Dispatch Inspection Report of BHEL. This L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.		
(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 valid 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. Note: In order to maintain sanctity of the tender system, it is essential that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers, all the offers associated with the Agent will be rejected.		
(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 and ii) against submission of a Joint Protocol signed by both the parties (i.e BHEL and Vendor) as per ANNEXURE V for successful commissioning and job prove out. This is subject to the submission of Performance Bank Guarantee for 10% of contract value valid for 30 days beyond the Guarantee / Warranty period of 24 months from the date of commissioning. The bank guarantee is to be attested by Indian Embassy & to be registered in India. PBG confirmation charges shall be borne by vendor.		
(c)	Terms of payment for Indigenous Offer: (Pure supply, no E&C is envisaged in the NIT scope).	NOT Applicable	
	Despatch of Goods on door delivery basis only. Goods despatched with documents presented through Bank will be loaded with corresponding bank charges.	NOT Applicable	
	100% payment will be made on 45th day from the date of Receipt at BHEL, subjected to submission & acceptance of Performance Bank Guarantee of 10% of contract value valid for guarantee period.	NOT Applicable	
(d)	Terms of payment for Foreign Offer: (Pure supply, no E&C is envisaged in the NIT scope).	NOT Applicable	
	100% Payment will be made through L.C. , which shall be opened 1 month before the confirmed date of dispatch, valid for three months and is encashable against Shipping Documents, submission of Pre-inspection Report of BHEL and Performance Bank Guarantee of 10% of contract value valid for 30 days beyond guarantee period, negotiated through bank .	NOT Applicable	
4	Warranty / Guarantee Period: Equipments shall be guaranteed against workmanship, materials used, design and performance should be for a period of 24 months from the date of commissioning of equipment, unless otherwise stipulated in the specification. Loading Factor for non-acceptance of Guarantee Period: Less than 24 months from commissioning 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.		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
5	<p>Penalty for Delay in "Supply" & "E&C": For the purpose of penalty for delay in "E&C" of the equipment, the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. Penalty for Delay in "Supply" and / or "E&C" will be applicable for the delays attributable to vendor. Penalty will be considered separately for "Supply" & "E&C". Rate of penalty for delayed supply shall be at the rate 0.5% per week of delay of total PO value (supply + E&C) in supply subject to max. of 10% of total PO value (supply + E&C). The Rate of penalty for delayed E&C shall be at the rate 0.5% per week of delay of total PO value (supply + E&C) in E&C subject to max. of 10% of total PO value (supply + E&C). Max. penalty for delay in "Supply" & "E&C" together shall be limited to 15% of total PO value (supply + E&C). In case PO includes more than one machine, the penalty shall be at the rate 0.5% per week of delay on total PO value (supply + E&C) for the delayed machine. Loading on account of non acceptance of penalty for delayed supply and / or E&C shall be as under: In case any bidder is not accepting the above penalty for delayed supply and / or E&C, the offer the bidder shall be loaded to the extent to which it is not agreed by the bidder.</p>		
	<p>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.</p>		
6	<p>Performance Bank Guarantee (PBG): The Supplier shall submit a PBG for 10% of the contract value valid for 30 days beyond Warranty / Guarantee period. Bank Guarantees to be submitted by the suppliers towards Performance Bank Guarantee should be sent to BHEL, Hyderabad directly by the issuing Bank under Registered Post (A/D) only.</p>		
	<p>Offers with non-acceptance of Performance Bank Guarantee clause are liable to be rejected. Offers with less acceptance of PBG than the specified period and or value shall be loaded proportionately, during evaluation of the lowest bidder.</p>		
7	<p>Erection & Commissioning (E & C) Schedule: Supplier to specify clearly the time period for erection & commissioning of the equipment starting with opening of cases against their supervision. The bidders should quote their earliest schedule against the schedule indicated in the NIT(Tender Schedule)</p>		
8	<p>Erection & Commissioning (E & C) Charges as percentage of Total value : As per schedule.</p>		
i	<p>Erection & Commissioning (E & C) Charges: Erection & Commissioning value will include services to be rendered at BHEL like Erection, Commissioning, Job proving, performance testing, training to operators etc. E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT and accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment.</p>		
9	<p>Essential / Mandatory Spares: Supplier to specify clearly the charges of Essential / Mandatory Spares in the form of Extra only (Itemized break-up shall be given). Requirement of technical specification need to be complied with.</p>		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
10	Validity: Supplier to mention clearly the validity of the offer [Minimum 180 days from tender opening date].		
11	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> .		
12	TAXES AND DUTIES : The Evaluation shall be on the basis of delivered cost, i.e. "total cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). For evaluation, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. This exchange rate will be followed till placement of order. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.		
A	INDIGENOUS PURCHASES :		
(i)	Bidder shall quote Excise duty and CST against "C" Form as extra in % (percentage) . Bidder shall also indicate full rate of Sales Tax where concessional form can not be issued by BHEL. If Excise Duty is not applicable , specify that it is as "NIL" or "NA". VAT also to be indicated in % (percentage) as extra where ever applicable. Bidders shall ensure correct applicability of CST/VAT based on the Inter/Intra state movement of Goods. Bidder shall indicate all applicable Taxes & duties for evaluation.		Non Deviatable
(ii)	Bidder shall indicate applicable Service Tax in % (percentage) as extra.		Non Deviatable
(iii)	In case the vendor imports the equipment/items and dispatches directly to BHEL/Destination, the vendor may please indicate whether they can pass on CVD benefit and if so, the quantum of CVD to be indicated here.		Non Deviatable
(iv)	Taxes deducted at source: Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		Non Deviatable
(v)	The taxes and duties that are reimbursed would be the one applicable as on the scheduled Purchase order delivery date OR the amount actually paid whichever is less.		
B	FOREIGN PURCHASES (IMPORTS) :		
	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of despatch for his quoted CIF price. Import duty as applicable at the time of Price (Part -II) bid opening / as per the applicable BHEL guidelines.		Non Deviatable
(i)	<u>Taxes deducted at source:</u> Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		Non Deviatable
(ii)	If a delivery includes such Technology and /or supply that is subject to the Export Regulations, the Seller shall obtain due permission, approvals, license Etc.		Non Deviatable
13	Commerical terms & conditions quoted in any place other than the this format , including in vendor's General Terms & conditions enclosed , if any shall be summarily ignored and be invalid for evaluation of bids.		Non Deviatable
14	All technocommerical Terms & conditions mutually agreed prior to price bid opening shal prevail and supercede any terms and conditions specified otherwise in price bid.		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
15	Procurement directly from the manufacturer/supplier shall be preferred. In case bids are received from the manufacturer/supplier and agent, bid received from the agent shall be ignored.		
16	PDI inspection :- PDI Invitation shall be given two months before the Purchase order delivery date and PDI shall be completed 15 days before the P.O. delivery date. Vendor to Confirm. However it is the responsibility of the vendor to give adequate advance notification (which may be more than the above stipulated period particularly for Imported P.O with CIF Terms of delivery) so as to ensure that the equipment is delivered at the destination as per agreed Terms of Delivery with in the contractual delivery period.		
17	DOCUMENTATION :		
(i)	INDIGENOUS PURCHASES : Seller shall arrange to send to the Purchaser, Excise paid invoice (Original for Buyer and duplicate for Transporter), Commercial invoice, consignee copy of LR, Packing list , Pre-Despatch Inspection report, Test/ Guaranty/ Warranty certificate/ O&M manuals (as applicable) etc. immediately on despatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order. The distribution of such documents will be further elaborated in the Purchase order.		Non Deviatable
(ii)	IMPORTS : Seller shall arrange to send to the Purchaser one set of negotiable and two sets of non-negotiable documents consisting of clean on-board Bill of Lading/ Air Way Bill, Original invoice, Packing list, Pre-Despatch Inspection report , Test/ Guaranty/ Warranty certificate/ O&M manuals (as applicable) and other documents as indicated in the Purchase Order etc. In addition , Seller shall also send soft copy of the despatch documents consisting of BL / AWB, Invoice, Shipping list & Test certificates and other documents as indicated in the Purchase Order through e-mail addressed to the concerned Purchase Officer/ Manager. <u>For more details please refer "J" of "Instructions to be complied by the supplier".</u>		Non Deviatable
18	Reverse Auction : BHEL reserves the right to decide the tender through Reverse Auction (RA) route. Bidders are requested to go through RA guidelines (which are attached) and confirm acceptance of the same, Otherwise the offer is liable for rejection. BHEL will decide (after technical bid opening), at its discretion, to process the tender through Reverse Auction or by opening price bids. Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendors may lose the opportunity in view of the higher prices, if any, quoted by them.		
19(i)	Name of the Organisation and Full Address for correspondence :		
(ii)	Name of the Contact person and Designation :		
(iii)	Phone Nos :		
(iv)	Mobile Nos.:		
(v)	E- Mail id :		
(iv)	Fax No.:		
20	DECLARATION:VENDORS SHALL GIVE A DECLARATION THAT PARTICULAR COLUMNS GIVEN IN THE NIT DOCUMENTS HAVE NOT BEEN ALTERED BY THEM		Non Deviatable
Note : The bidders should comply with the above Terms & Conditions. Non-adherence may lead to rejection. Also refer Annexure -A for important general instructions and also do's & don'ts before submitting the offer. This document shall be read along with the " Instructions to be complied by the supplier".			Non Deviatable

INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER	
STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF	
CAPITAL EQUIPMENT	
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) Cover-1 & Cover-II and b) Cover-III as below, which are to be submitted together before due time of tender opening.
2	Cover - I TENDER COST AND E.M.D.:Tender Cost & EMD, as specified in the tender schedule and if called for are to be deposited in the form of Cash*(as permissible under Income Tax Act)/Demand Draft/Pay Order, in favour of M/s. Bharat Heavy Electricals Ltd., Ramachandrapuram, Hyderabad - 502 032 for value of tender document & EMD along with a covering letter.These are to be submitted in a sealed cover. <u>D.D. towards Tender Cost is non-refundable.</u> In case of foreign bidders e-payment for EMD/tender cost is acceptable i)EMD by the tenderer will be forfeited as per the tender document s(schedule), if the successful bidder/vendor refuses to honor the order after award of the same on him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms& conditions within the validity period or fails to submit CEBG even within 60 days from the date of PO. ii)EMD given by all unsuccessful tenderers shall be refunded on acceptance of award/LOI/PO by successful tenderer.EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee.(CEBG).iii)EMD shall not carry any interest.*Cash shall be submitted by prospective vendor only at BHEL-RC Puram cash office and receipt shall be kept in the envelop.
2 (i)	Micro & small enterprises (MSEs) are exempted for payment of Cost of Tender Documents and EMD. MSE supplier can avail the above/intended benefit only if they submit along with offer, attested copies of either EM II (Entrepreneurs Memorandum Part II)certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (FORMAT ENCLOSED)applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.
2(ii)	**Beneficiary Name:Bharat Heavy Electricals Ltd. Beneficiary Address:Ramachandrapuram,Hyderabad, 502032, Beneficiary Ph. No:(+91 40)23182235, Name Of the Bank:State Bank of Hyderabad, Branch Address::Ramachandrapuram,Hyderabad, 502032,Branch Code:075,A/C No:0000062048154115, A/C Type:Current Account, IFSC No(For NEFT & RTGS):SBHY0020075,MIRC:500004072, Bank's Telephone No:(+91 40)23022210, Bank's Fax No:(+91 40)23022210
3	Cover - II (Part-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 and typical Annexures I to III (enclosed), confirming that the prices are quoted in price bid], (iv) The rating of the company (if applicable) by an international credit rating agency (Please refer concerned guideline, B-22), (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.
4	Cover - III (Part-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 i	The sealed tenders superscribing Tender Number, Due Date & Name of the Supplier should be addressed to Sr.Manager/CMM, Vendor Complex, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032 . The sealed tender should contain three separate sealed covers. The first cover containing DDs (One DD for Tender Fee & other DD for EMD) superscribing TENDER FEE & EMD along with Tender Number, Tender Due Date & Name of the Supplier. The second cover containing the technical part, including all commercial terms (except price) and un-priced bid, superscribed as TECHNICAL CUM-COMMERCIAL and UN-PRICED BID along with Tender Number, Tender Due Date and Name of the Supplier. The third cover containing only the prices super-scribed as PRICE BID along with Tender Number and Name of the Supplier. These three covers should be sealed individually and all three covers should be kept in another sealed cover superscribed with Tender Number, Due Date and Name of the Supplier.
ii	Bidders can also submit the offer through e-mail at his own risk. However, such e-mail 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, description of the item, Tender Enquiry No., address including contact details shall be mentioned.
iii	Offers in the form of Hard copies can be submitted through Courier/Speed Post or dropped inside the Tender Box located inside the Vendor Complex. In case the Tenders are bulky or if the bidder intends to submit the Tender by hand, the following official may be contacted. Sr.Manager/CMM, Vendor Complex, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032.

2	The Covers-I & II, consisting of cost of tender documents as well as techno-commercial bid, will be opened first. Non-receipt of D.D. for the tender cost and EMD will lead to rejection of offer.
3	The Technical-cum-Commercial offer will be discussed, finalised and only then the price bid of the technically acceptable offers will be opened.
4	If a Supplier submits only one cover containing either techno-commercial bid or price bid or one combined bid i.e. techno-commercial bid & price bid together, the offer is liable to be rejected. Non-receipt of D.Ds., for tender cost & EMD is likely to lead to rejection of the offer. The Cover-I will be opened first.
5	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.
6	BHEL reserves its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions.
7	All the bidders are to submit their offers by filling in the format of the BHEL tender documents.
8	Tenders should be duly signed and stamped and free from Corrections and Erasures. Corrections, if any, must be attested.
9	Tenderers are to know the applicable laws of Government of India and applicable taxes and duties.
10	In case of price bid, price break-up should be in line with technical specification / scope of the tender.
11	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.
12	The equipment offered shall be strictly conforming to the specification and for complete unit including accessories (if any) and spares as per Tender.
13	No offer for individual accessories or part of equipment will be accepted.
14	Supplier shall bear the L/C confirmation charges in case of confirmed L/C amended on his request.
15	Bank charges outside India are to the Supplier's account.
16	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.
17	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.
18	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.
19	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.
20	Supplier will have to ensure deputation of their Engineers for Erection & Commissioning or for attending to any complaint during warranty / 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.
21	BHEL reserves its right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units. BHEL will do the performance evaluation as mentioned at Clause:13 in the Standard Format.
22	The Supplier to provide Business Information Report incorporating the rating of the company by international credit rating agencies, viz., DUNS number of M/s. DUN & Bradstreet (D & B), etc. along with technical offer.
23	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.
24	BHEL will have the option to pre-inspect the machine / equipment at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL but that does not absolve the Supplier from giving the performance as agreed upon. The final inspection will, however, be carried out at BHEL's works at Hyderabad.
25	Pre - inspection & Training to BHEL Staff : Travel & other local stay cost for the Engineers sent by BHEL will be to BHEL account. Any training charges either at Suppliers' works or any other place will be borne by the Suppliers.
26	The manufacturing progress will have to be furnished to BHEL periodically in the form and manner required by BHEL.
27	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.
28	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.

29	The quotations including the price bids of technically qualified tenderers will not be returned back under any circumstances.
30	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.
31	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.
32	Five (5) sets of Operation & Maintenance Manual shall be supplied along with the equipment.
33	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.
34	The Suppliers are responsible for design of the foundation and ensuring correctness of the foundation prior to Erection & Commissioning of the equipments.
C	BASIS OF EVALUATION OF LOWEST BIDDER:
1	Evaluation of lowest bidder will be made considering the price of the basic equipment, cost of accessories, essential spares, training charges, erection and commissioning charges, component prove-out charges, CIF charges (if any), applicable taxes and duties, applicable freight and insurance charges (Insurance upto BHEL Hyderabad) and charges associated with any other items / services mentioned specifically in the tender. Optional items / services will not be considered for the purpose of evaluation unless or otherwise these are mentioned / communicated to the participating qualified Suppliers.
2	For the purpose of comparing prices, tender prices shall be converted to Indian rupees . For evaluation, exchange rate (TT Selling Rate of SBI) as on scheduled date of tender opening (Part - I bid in case of two part bid) shall be considered. This exchange rate will be followed till placement of order.
3	Placement of order will be considered only for lowest offer on Total Cost to BHEL basis.
4	With respect to conformance to BHEL's tender document, if any Supplier's offer is found to be incomplete in respect of quoting against any items / services, BHEL will have the option of loading such offer with the highest quote submitted by other participating Supplier in the tender. For example, if the offer of a Supplier does not include cost for Spares / FOB Charges / Training Charges, etc., highest price offered by others will be loaded to evaluate the lowest bidder. But the order will be placed on the price quoted by the party without affecting the scope of supply.
D	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).
E	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/rates.
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.
7	The "Guidelines for Indian Agents of Foreign Suppliers" enclosed .
8	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 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 (copy enclosed). 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.
F	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.

G	CONTRACT EXECUTION BANK GUARANTEE (CEBG) - Not Applicable for this Tender
1	The CEBG shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alternations or extensions of time as may be made, given, conceded or agreed to between the Supplier / Vendor and BHEL under these Terms & Conditions or otherwise.
2	The CEBG furnished by the tenderer will be subject to the terms and conditions of the Contract finally concluded between the parties and the BHEL will not be liable for payment of any interest on theCEBG or any depreciation thereof.
3	Non-acceptance of CEBG is liable to reject the offer. The successful bidder shall be required to furnishCEBG within two months of the acceptance of LOI/P.O.
	Note : In case of non submission of CEBG within two months, BHEL shall charge @ 1.5% per month on the CEBG amount for the delayed period portion beyond 2 months and deduct the same in the final bill.
4	TheCEBG should be furnished as per proforma enclosed in Annexure-IV. TheCEBG shall be in the currency of the purchase order. The CEBG from foreign suppliers should be from any Bank of international repute. same should be confirmed by our consortium bank in India and are payable in India.. TheCEBG shall be refunded / bank guarantee released on application by contractor after commissioning of the equipment and after it has discharged all his obligations under the contract and produced a certificate from BHEL, certifying due completion of the work and submitted a 'No Demand Certificate'.
H	PERFORMANCE BANK GUARANTEE:
1	Performance Bank Guarantee should be as per proforma enclosed in Annexure-IV. The PBG shall be submitted along with joint protocol as per Annexure-V 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 and after he has discharged all his obligations under the Contract and produced a certificate from BHEL, certifying due completion of the work and submitted a "Joint Protocol " (Annexure - V).
I	GUIDELINES FOR ACCEPTING BANK GUARANTEES
1	As far as possible the Bank Guarantee should be from any of the BHEL Consortium Banks (Annexure-VI)
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.
J	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.
12	Inspection / Test Certificate issued by M/s Lloyds Register of Industrial Services or as specified in the Purchase Order.
K	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.
L	REVERSE AUCTION (RA) / ON LINE BIDDING ON INTERNET:
1	BHEL reserves the right to resort to Reverse Auction Procedure i.e. On Line Bidding On Internet, instead of Opening the submitted sealed bid, which will be decided after technical evaluation. The General Terms & Conditions for RA are as below:
2	For the proposed reverse auction, technically and commercially accepted bidders shall be eligible to participate.
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	BHEL will inform the Supplier in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
5	Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
6	Suppliers have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.

7	Based on the accepted commercial 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, loading factors (for non-compliance to BHEL Standard Terms & Conditions), etc. for each of the Supplier to enable them to fill-in the price and keep it ready for keying in during the Auction. Suppliers have to confirm acceptance of the working sheet before the commencement of RA.
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 the network.
10	The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
11	Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of Supplier to conduct business with BHEL as per prevailing procedure.
12	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.
M	INTEGRITY PACT - Not applicable for this Tender
1	Vendor has to execute Integrity Pact with BHEL where applicable.
N	Left Blank
O	The Seller shall arrange replacement / repair under its obligation under the contract within one month from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the seller and replaced on DDP/ FOR - BHEL Stores/ designated destination basis within such period. In the event of the Seller's failure to comply, Purchaser may take appropriate action including disposal of rejections, at the cost and risk of the Seller.
	In case defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor works, the Seller shall be responsible for replacement/ repair of the goods as required by the purchaser at Seller's cost.
P	Settlement of Disputes
1	Except as otherwise specifically provided in the Contract, all disputes concerning questions of the facts arising under the Contract, shall be decided by the Purchaser, subject to written appeal by the Seller to the Purchaser, whose decision shall be final.
2	Any disputes or differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. The Seller shall continue to perform the contract, pending settlement of dispute(s).
Q	Arbitration
	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.
R	Applicable Laws and Jurisdiction of Courts
	This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad Courts, Andhra Pradesh, India.
Note : The bidders should comply with the above Terms & Conditions. Non-adherence may lead to rejection.	

FOR FOREIGN OFFERS / SUPPLIES (UNDER MERIT DUTY)

(TYPICAL FORMAT FOR ILLUSTRATION)

ANNEXURE - I

FOR BASIC EQUIPMENT

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

ANNEXURE – II**FOR SERVICES**

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

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

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

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

FOR INDIGENOUS OFFERS / SUPPLIES

ANNEXURE - I

(TYPICAL FORMAT FOR ILLUSTRATION)

FOR BASIC EQUIPMENT

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

ANNEXURE-II**FOR SERVICES**

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

ANNEXURE – III**TOTAL COST TO BHEL**

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

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

FOR FOREIGN OFFERS / SUPPLIES (UNDER EPCG LICENCE)

(TYPICAL FORMAT FOR ILLUSTRATION)

ANNEXURE - I

FOR BASIC EQUIPMENT

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

ANNEXURE – II

FOR SERVICES

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

ANNEXURE – III

TOTAL COST TO BHEL

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

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

Annexure - A

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

Annexure-B

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

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

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

Important General Instructions :

1. Please read the instructions CAREFULLY.
2. BHEL **strongly believes** / prefers to **deal directly** with **OEM Vendors**. In the event prospective vendor desires to avail the services of Indian Agent, then the principal should ensure the compliance of regulatory guidelines, which require mandatory submission of
3. A copy of the agreement between principal and agent. (NOTE: In the absence of this agreement, Indian Agent status can not be accorded and the foreign vendor has to deal directly with BHEL).

Such agreement SHOULD fulfill the following:

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

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

4. BHEL encourages prospective vendors to download the tender documents directly from the web as it is simple and time effective.
5. Please submit your offer well in time without SEEKING time extensions. As this enquiry is a part of tight schedule project , tender due date extension will be an EXCEPTION & not a norm. Vendor has to give valid justification for their plea for extension and BHEL reserves the right to reject the request without any correspondence on the issue.
6. Tender due date extension / corrigendum, if any, will be published on the web-site of the company only. No separate communications will be sent to any body.
7. For any clarifications on the specifications or tender please email to :-----.
8. Please accept BHEL commercial terms. In the event they are not acceptable please note that LOADING factors will be included in your price while finalizing tender priorities.

Important Instructions while preparing the techno commercial offer:

1. Please note that open tender is a two part enquiry and the techno commercial offer will be evaluated first.
2. Please note that Pre Qualification criteria are the most important clause in the specification cum compliance certification. Ensure that all details as sought in the said clause are given along with documentary proof wherever required. NOTE: BHEL will make independent verification with the information given under this clause.

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

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

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

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

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

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF VALUE OF Rs.100/-)

**PERFORMANCE BANK GUARANTEE/
SECURITY DEPOSIT**

B. G. No. _____ Dt: _____

This Deed of Guarantee made this the _____ day of _____, Two thousand _____ between M/s. _____ (Bank) _____

_____ hereinafter called "the Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART and M/s. Bharat Heavy Electricals Limited (a Government of India Undertaking) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, New Delhi – 110 049 through its Unit/Division at Ramachandrapuram, Hyderabad – 502 032 hereinafter called "the Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART:

WHEREAS M/s. _____ (hereinafter referred to as the Contractor/Supplier) have entered into a Contract Bearing No. _____, dated _____ (hereinafter referred to as "the Contract") for the supply/construction of _____ with the Company.

AND WHEREAS the Contract inter-alia provides that the Contractor / Supplier shall furnish to the Company a sum of Rs. _____ /- (Rupees _____ only) towards Security Deposit or Bank Guarantee in lieu thereof for due and faithful performance of the Contract in the form and manner specified therein.

AND WHEREAS the Contractor/Supplier has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor/Supplier and the Guarantor, the guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the Company.

.... 2/-

(Full Signature of the Executant with seal)

: 2 ::

B. G. No. _____ Dt: _____

NOW THIS DEED WITNESSES AS FOLLOWS

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

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

3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and Conditions of the Contract or extend time of performance by the Contractor/Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor/ Supplier and either to enforce or forbear from enforcing any of the terms and conditions governing the Contract or securities available to the Company and the Guarantor shall not be released from its liability under those presents by

.... 3/-

(Full Signature of the Executant with seal)

:: 3 ::

B. G. No. _____ Dt: _____

reference to the matters aforesaid or by reason of time being given to the Contractor/Supplier or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor/Supplier or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision has the effect of so releasing the Guarantor from its liability

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

5. The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Contractor / Supplier or the

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

.... 4/-

(Full Signature of the Executant with seal)

:: 4 ::

B. G. No. _____ Dt: _____

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

8. Notwithstanding anything contained herein before the Guarantee is restricted to Rs. _____ (Rupees _____ only) and shall remain in force from _____ to _____ with a claim period of _____ months thereafter.

9. IN WITNESS WHEREOF THE _____ (Bank) hereunto set and subscribed its hands the day, month and year first above written.

SIGNATURE FOR AND ON BEHALF
OF THE BANK WITH SEAL

WITNESSES:

-1

-2

(Not to be typed on Bank Guarantee).

The Bank Guarantee should be from a Nationalised Bank.

2 The Bank Guarantee has to be directly sent by the Banker to BHEL with a covering letter.

3. Date of execution of B.G. should be after the date of purchase of the Non Judicial Stamp paper

4. Bank Guarantees executed in foreign countries must be confirmed by an Indian Bank or Indian Embassy /Consulate in that country and should be registered in India by affixing requisite non-judicial stamp.

ANNEXURE VII

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

Ref No:-

Dated:

To,
OFFICER,PURCHASE (CG)
BHEL, HYDERABAD

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

Dear Sir,

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

Sl.no	Packing case no:-	Description
1		

Signature & seal of the vendor

ANNEXURE – VI

LIST OF CONSORTIUM BANKS:(OMI-219)

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

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

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

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

Dear Sir,

We wish to participate in the tender for GOVERNING COMPONENTS TEST RIG FOR GT against Enquiry No. M2/13/6000001800/KVS.

Address of Principal / Manufacturer:

Phone: _____

Fax: _____

E-mail: _____

Contact Person: _____

Address of Indian Agent (if any):

Phone: _____

Fax: _____

E-mail: _____

Contact Person: _____

Tender Document Payment Detail:

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

NOTE:

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

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

Signature of Vendor / Supplier