



An ISO 9001 Company

Bharat Heavy Electricals Limited
Research & Development(MHD Complex)
Tiruchirappalli-620014, Tamil Nadu, India

Specification For Erection And Modification Works In Supercritical Test Facility

ANNEXURE-B

COMMERCIAL TERMS AND CONDITIONS FOR SUBMISSION OF OFFER

1.0 QUOTATIONS

Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

Envelope I This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "**Part I - Technical and Unpriced commercial bid**", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

Envelope II This sealed envelope should contain **price details**. This envelope should be clearly marked "**Part II - Price bid**", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscribing as Part I and Part II of Enquiry No., due date of opening and the address and reference of the Bidder.

The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered. We suggest you to send the offer by SPEED POST.

Tender should not be addressed to any Individual's name but only by designation to:

**SDGM / R&D
MHD Complex
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI - 620 014
TAMIL NADU, INDIA**

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Offers should be in **ENGLISH** and accompanied by detailed technical literature, catalogue and details of process facility in **ENGLISH**.



An ISO 9001 Company

Specification For Erection And Modification Works In Supercritical Test Facility

2.0 PART I (TECHNICAL & COMMERCIAL BID)

2.1 Technical

This part shall include / indicate the following:

Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.

2.2 Commercial

This part shall include / indicate the following:

- 2.2.1. Port of shipment / Station of despatch
- 2.2.2. Terms of payment
- 2.2.3. Taxes & duties applicable.
- 2.2.4. Delivery Schedule
- 2.2.5. Offer validity
- 2.2.6. Country of origin
- 2.2.7. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid **without the price details** to be enclosed.

3.0 PART II (PRICE- BID)

This part should contain the schedule of price particulars and to be co-related to the technical details provided in Part I.

4.0 OPENING OF TENDERS

The Part I - Technical & commercial bid alone would be opened on the Tender opening date.

The Part II - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date. Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II - price bid.

5.0 GENERAL

5.1. Incomplete offers will not be considered.

5.2. **Terms of Delivery:** Bidders are required to quote their best delivery period. Foreign Bidders should submit their offer for net **FOB - Nearest Sea Port / Air Port**. Indian Bidders should submit their offer for **Ex-Works basis**. Delivery shall be counted from the date of Letter of Intent.



An ISO 9001 Company

Bharat Heavy Electricals Limited
Research & Development(MHD Complex)
Tiruchirappalli-620014, Tamil Nadu, India

Specification For Erection And Modification Works In Supercritical Test Facility

5.3. Taxes and Duties : All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No etc., failing which the purchaser will not be liable for payment of such Taxes and Duties.

Note : We are not eligible to issue C Form.

5.4.Liquidated damages : It is clearly understood among the parties to the contract the “ **Time is the essence of the contract** ”. Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of 1/2% of the value of goods for each week of delay subject to a maximum of 15% of the order value.

5.5.Risk purchase : Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss, which the Purchaser may sustain by reason of such risk purchases.

5.6.Test certificates: The Bidders shall clearly mention in their offer that Test Certificates as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.

5.7 The Tender specification is also hosted in website <http://www.bhel.com> in the Tender Notifications link

5.8 Non-Disclosure of BHEL information – The information provided by BHEL to the vendor during the various stages of execution is for the purpose of better understanding of BHEL's requirement and shall not be disclosed outside for the purpose of marketing / Business improvement



BHARAT HEAVY ELECTRICALS LIMITED

R&D

TIRUCHIRAPALLI – 620 014.

MATERIAL MANAGEMENT DEPARTMENT

ANNEXURE C TO PURCHASE ENQUIRY

Please ensure that the following details are incorporated in your **Offer**.

1. PRICE : **Ex-Works / Ex-Godown**
(or) **F.O.R. – DESTINATION**
2. DISCOUNT : % (or) Lumpsum amount – Rs.....
3. PACKING & FORWARDING : % (or) Lumpsum amount – Rs.....
4. TAX : **TNGST % / CST %**
without concession and with concession
(since, we are not eligible for Form-C please, FULL TAX may be mentioned) (Rates
of applicable Taxes & Duties and whether inclusive
or exclusive should also be mentioned)
5. SURCHARGE : %
6. DUTIES : %
7. FREIGHT & INSURANCE : %
8. DELIVERY PLACE :
9. DELIVERY PERIOD :
10. LD / PENALTY FOR DELAY IN DELIVERY : @ 0.5% PER WEEK SUBJECT TO A
MAXIMUM OF 15% IS APPLICABLE.
CONFIRM YOUR ACCEPTANCE.
11. OFFER VALIDITY :
12. PAYMENT TERMS : **BHEL Payment terms are –**
 - 1) **90% Payment through Bank against proof of despatch documents. Balance 10% after receipt and acceptance of materials.**
 - 2) **100% payment within 45 days after Receipt and Acceptance of Material.**
13. GUARANTEE / TEST CERTIFICATE:

SIGNATURE OF SUPPLIER WITH SEAL

NOTE : Please do not Quote as EXTRA,
Quote the Rate in % / The Amount in Rupees.



BHARAT HEAVY ELECTRICALS LIMITED
R&D / PURCHASE
TIRUCHIRAPALLI - 620 014.

PURCHASE ENQUIRY - TERMS & CONDITIONS

1. a) QUOTATIONS : Each tender should be sent in double cover, inner cover should be sealed with tenderer's distinctive seal and super scribed with correct tender No. item of supply and due of opening. The outer should only bear the address of this office and should not have any indication that a tender is within. Two or more quotation should not be sent in one cover but the quotation against each tender should be sent separately to avoid confusion. Tender should not be addressed to any individual's name but only by designation.
b) Tender should be free from CORRECTION AND ERASURES. Correction if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words prevail.
c) PRICE should be nett F.O.R. dispatching station inclusive of risk in transit and remain valid for 60 days from the due date.
d) If any Sales Tax is payable as extra to the quoted price it should be specifically stated in quotations alongwith CST & TNGST No. failing which the purchaser will not be liable for payment of Sales Tax. Our T.N.G.ST. No. 356005, Dated 01-04-1995, C.S.T. No. 239383, Dated 11-06-1991.
e) NO REVISION OF PRICES will be entertained after tenders are opened.
f) Manufacturer's Name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
g) Products with I.S.I. certification marks will be preferred.
h) The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
2. SAMPLES : Wherever possible, sample should be submitted separately whether specifically requested or not so as to reach the purchaser on or before the due date of the enquiry. They should be clearly marked with the Enquiry No. and the date on the outside cover to facilitate identification.
3. PACKING AND MARKING : The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
4. TERMS OF PAYMENT : Payment will be made within 45 days of satisfactory receipt of materials at site. Wherever required by the purchaser, the successful tenderer must send the operation and maintenance manuals, Test certificates, Drawings, etc., for the materials ordered. These should be sent immediately after dispatch of the materials and a statement to that effect should be made in the Invoice. Failure to comply with this provision will result in delay in payment of the Bills. Goods dispatched either by V.P.P. or by the document presented through bank will be accepted unless agreed to by the Purchaser.

The duplicate copy of the Invoice meant for the transporters should accompany the material as stipulated under C.E. Rules 52-A and 173-C (or) 57GG. A Photostat copy of the above Invoice for each delivery challan should be submitted alongwith the original bills router through Bank or submitted directly to BHEL Finance Department.
5. SECURITY DEPOSIT : For purchase over Rs. 5000/-the successful tenderer/s may be requested to furnish a BANK GUARANTEE / SECURITY DEPOSIT for an appropriate value as may be determined by BHEL.
6. LIQUIDATED DAMAGES / PENALTY AND INTEREST ON ADVANCEES FOR DELAY IN DELIVERY : "If the supplier fails to deliver the raw material / Equipment / Components within the period specified in the contract the purchaser shall deduct LIQUIDATED DAMAGES a sum equivalent to 0.5% of the Price for each week of delay upto a maximum of 15% of the price of the delayed / undelivered goods. In addition to the recovery of interest at normal cash credit rate plus 2% for the unadjusted portion of the advances. If the delay in delivery of a part contributes to delay in execution of total system. LD and interest on advances will be recovered on the total contract price / total advance paid".
7. RISK PURCHASE : Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clause 6 above.
8. PREFERENTIAL DELIVERY : It should be noted if a contract is placed on a higher tenderer as results of this invitation to tender in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. DESTINATION, including of all elements of Frights, Sales Tax, Duties and other incidents, incidental in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.
9. MODVAT CREDIT : If any Excise Duty is payable, the chapter Head / Sub-Head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for his input materials, the effect of Proforma credit should be passed on to the purchaser. Tenderer under "MODVAT" shall be preferred.
10. GENERAL : The purchaser reserves the right to split up the tender and place order for individual terms with different tenderers and also increase or decrease the quantity.

Any other Conditions which might have been quoted by the Seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by Purchaser will not be applicable to the Contact.