



**BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
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Tender No: NIT/1223/E/E211/2012/3888/H

Due Date: 12.08.2013

Sub: BHEL-HEEP/OPEN-TENDER (Flexible Terminal Connections - FTC)

Dear Sir

The Heavy Electricals Equipment Plant (HEEP) located at Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on. Government of India has a plan to add 70,000 MW in Five Year Plan (2007-2012) and more than 1,20,000 MW in next five year plan (2012-2017).

Sealed tenders, with the **Tender No** and **opening date** clearly super scribed on the cover, are invited from manufacturers (registered as well as unregistered) for the supply of the following items.

Tender No	Item Description	Qty (Nos)
NIT/1223/E/E211/2012/3888/H	W93413900200, Flexible Terminal Connections as per drawing 21391201003 Rev 04	12
	W93413900722, Flexible Terminal Connections as per drawing 11391201053 Rev 02	72

The tender documents can be down loaded from our web site www.bhel.com or www.bhelhwr.co.in or www.tenders.gov.in or <http://eprocure.gov.in> and to be submitted with requisite EMD and tender fee. **Only those vendors who fulfill the Minimum Qualifying Requirements & Quality Requirements (as per Annexure-I) will be considered for further technical evaluation.**

This notification shall be published in Indian as well as International News paper. **The last date for taking tender documents shall be 12.08.13 & opening of each tender shall be 12.08.13.** Tenders will be received up to 1.45 PM on **12.08.13** and opened on the same day at 2.00 PM in the Tender Room. **Please note that tender received after due date & time (1.45 PM on 12.08.13) will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Intending vendors must remit the tender fee of Rs. 2,000/- for indigenous vendors (or equivalent amount in foreign currency for foreign vendors) against each tender along with the requisite EMD Rs 100000/- (Rupees Two Hundred Thousand) in the form of bank draft while submitting the tender documents as detailed in "Instruction to Bidders" (ANNEXURE-I), after down loading from either of these web sites. Estimated value of tender is approximately Rs 489.7 lacs.

Part-III (ENVELOP CONTAINING ENVELOPS A & C) will be opened on the date and time specified in the tender notice in the presence of those tenderers who wish to attend.

Part-I and Part-II (ENVELOP CONTAINING ENVELOPS B & D) will have to be submitted within 30 days after intimation from BHEL only by those bidders whose Part-III bid is accepted by BHEL and, thereafter, Part-I (ENVELOP C) will be opened first on the date and time to be intimated separately by BHEL in the presence of respective tenderers who wish to attend.

Part-II (Price Bids, ENVELOP D) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid (Part-I) has been found acceptable in the presence of respective tenderers who wish to attend.

Relevant specifications & drawings of the above items will be made available only after acceptance of Part-III bid but before submission of Part-I and Part-II bids. Other cross referred documents can either be physically collected from BHEL, Haridwar or can be obtained by email ashwini@bhelhwr.co.in or anandkr@bhelhwr.co.in against proof of draft of the tender fee in favor of BHEL, Haridwar. This draft is to be submitted along with Part-III bid. Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.

The total quantity may undergo change at the time of ordering. The details of each item with required deliveries are given in **ANNEXURE-III (Details of Items)**

BIDS SHALL BE OPENED OF THOSE VENDORS ONLY WHO SHALL SUBMIT EMD AND TENDER FEE (ENVELOP A). *[Please submit separate drafts for EMD and tender fee drawn in favor of BHEL, Haridwar in another envelope (called A) super-scribed with bold letters "EMD & Tender Fee" before 1:45 PM on the due date].* The authorized representative should bring authority letter from their parent company (Manufacturer) for attending the bid opening.

KINDLY FOLLOW "INSTRUCTIONS TO BIDDERS" (ANNEXURE-I). QUOTATIONS NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

DEFINITION

Registered Vendors - Are those who are registered with BHEL, Haridwar for tendered items in respective material grade.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for tendered items in respective material grade.

Un-registered vendors shall be considered, if and only if, they meet the minimum qualification requirement and quality requirements as given below.

**MINIMUM QUALIFICATION REQUIREMENT
(APPLICABLE FOR VENDORS NOT REGISTERED AT BHEL HARIDWAR)**

MANDATORY PRE-QUALIFICATION REQUIREMENTS (TECHNICAL) FOR FLEXIBLE TERMINAL CONNECTIONS

Introduction: Flexible Terminal Connections are used in THDF generators for transferring stator current from stator winding bus-bars to terminal bushings. The assembly consists of two casting halves bolted together to terminal bushing at one end and connecting bus-bar on the other end. Each half is having high conductivity, machined and silver plated Cu-Cr casting at either end. To provide electrical connection with desired flexibility, these castings are Electron-Beam welded at each end of 6/8 nos. expansion strips (flexibles) made up of copper laminations (ETP grade with limited oxygen content) fusion-welded at both ends.

1. The vendor shall furnish complete technical details of its sub-vendors/ own facilities for the following:
 - a. Casting facility of manufacturing high conductivity copper castings.
 - b. Precision machining facility
 - c. Fusion welding of copper laminations
 - d. Electron-beam welding
 - e. Silver plating of bore of casting halves

The vendor shall also furnish documents certifying capability and supply experience (minimum 2 years) for supplying to reputed power equipment manufacturers world-wide for minimum 2 years for such components/ processes.

2. The vendor should have facilities/ tieup with NABL accredited labs for Dye Penetration testing. Machined surfaces shall pass D.P. test Quality level –II. No repair of casting defects is permitted.
3. The vendor/ sub-vendor shall provide details of Electron-beam welding chamber size, current-setting and other parameters and confirm its expertise for Electron-beam welding of such size components. Vendor shall also submit relevant international standards as per which they will be carrying out EB-Welding involving Cu-Cr with ETP Cu components.
4. The vendor shall confirm to meet the drawing dimensions within specified tolerances for the finished job as well as component parts. Component drawings as per the list given below are to be attached for onward transmission to potential vendors.

FTC for 500 MW:

Main Drawing Flexible Terminal Connections: 21391201003

Part drg. Connection Piece Assy. : 11391201003

Part drg. Connection Piece Assy. : 11391201004

Part drg. Expansion strip : 21391201248

Part drg. Connection Piece Half : 11391201002

Part drg. Connection Piece Half : 21391201001

Part drg. Connection Piece Half : 21391201002

Part drg. Spacer : 41391201344

FTC for 600/660 MW:

Main drg. Flexible Terminal Connections: 11391201053

Part drg. Connection Piece Assy. : 11391201075

Part drg. Connection Piece Assy. : 11391201076

Part drg. Expansion strip : 21391201248

Part drg. Spacer : 41391201344

5. The vendor should have facilities for hardness testing, measurement of electrical conductivity and testing of chemical composition and mechanical properties at his works/ tieups with NABL accredited labs.
6. The vendor shall have facilities/ tie-up with NABL accredited labs for radiography and micro-structure testing along with milli-volt drop test.
7. The vendor shall supply the components in suitably packing with machined and silver-plated surfaces adequately protected.
8. Offer of vendors not meeting above requirements will not be considered.

FLEXIBLE TERMINAL CONNECTIONS - TECHNICAL DELIVERY CONDITIONS

1. **Introduction:** Flexible Terminal Connections used in THDF generators for transferring stator current from stator winding bus-bars to terminal bushings. The assembly consists of two casting halves bolted together to terminal bushing at one end and connecting bus-bar on the other end. Each half is having Cu-Cr casting at either end. To provide electrical connection with desired flexibility, these castings are Electron-Beam welded at each end of 6/8 nos. expansion strips (flexibles) made up of copper laminations.

2. **Materials:**

- 2.1 Sand Casting Copper – Chromium casting (Grade : G-CuCr F35) with artificial ageing
Material specification: HW19992
- 2.2 Expansion Strips
Material Specification : Copper >99.9% High Conductivity ETP Grade
Copper with low residual phosphorous content as per specification AA12001
Oxygen content limited to 400 ppm.
- 2.3 Dimensions of assembled finished components as per applicable drawings.

3. **Technical Requirements:**

- 3.1 **Material:**

Finish-machined Castings: Vendor shall submit test certificates in line with spec. HW19992 regarding chemical, mechanical and electrical properties including DPT (acceptance norms: Quality level II as per standard AA0850132), proof stress, heat analysis, hardness, dimensional and finish for both pairs of castings.

Expansion Strips: Vendor shall submit Test certificates for expansion strips in line with spec. AA12001 covering chemical composition, dimension, visual, proof stress, bending, hardness, electrical conductivity.

- 3.2 **Fusion Welding of Copper strips**

Copper strips, after fusion welding and machining shall be examined for visual defects and dimensional accuracy and checklist/observation sheet submitted.

- 3.3 **Electron Beam Welding :**

Following shall be carried out by the vendor subsequent to EB-Welding on the actual pieces:

- 3.3.1 **Dye Penetration test on the weld seam :** acceptance norms Quality level II as per standard AA0850132.
- 3.3.2 **Radiography test :** In line with UW51 of ASME Section VIII
- 3.3.3 **Millivolt drop test :** Millivolt drop test in one half of FTC, across the weld seam of each expansion strip to casting, is to be done as follows:
 1. Put prick punches on either side of the weld seam at distance 10-12 mm from the weld seam.
 2. Clamp the FTC half.
 3. Pass 750 Amps D.C. current through the component half (125A per expansion strip)
 4. Do millivolt drop across the joint.
 5. Max. voltage drop allowed is 0.1 mV per joint.

FLEXIBLE TERMINAL CONNECTIONS – QUALITY REQUIREMENTS

1. All vendors are to submit quality plan in the format at website <http://www.bhelhwr.co.in/bhelweb/uploads/QP.pdf>
2. Inspection by BHEL nominated agency (TUV/Quest) in case of indigenous vendor and third party inspection (agencies LRS/TUV/BV) in case of foreign vendor as per finally agreed quality plan.
3. Scope of inspection of third party inspection:

- a. Witnessing of mechanical properties, electrical properties, DPT for connection piece casting, DPT and radiography test and mili-volt drop test of electron beam welding & dimensions of FTC
- b. Review of all test certificates as per ordering specification and drawing of connection piece and expansion strips

*Vendors must fill up Annexure-II in addition to above **Minimum Qualifying Requirements** and **Quality Requirements**.*

ESSENTIAL INSTRUCTIONS

- 1. Only those bids will be opened which have been submitted with requisite EMD & tender fee.**
2. All un-registered vendors shall be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) [Website link for SRF for [Foreign Vendors](#) or [Indigenous Vendors](#)] and Non-Disclosure Agreement (NDA) [email for NDA: anandr@bhelhwr.co.in]. **Vendor(s) shall not be considered for ordering if not approved by BHEL.**
3. BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer(s).
4. The tenders shall be submitted in three parts
 - a. Part I - Techno -Commercial Bid,
 - b. Part II - Price Bid &
 - c. Part III - Vendor Registration Form (SRF) and Non-Disclosure Agreement (NDA)as described below on or before the due date. Vendor Registration Form shall be submitted by unregistered vendors only.
5. The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored. In case the quotation is submitted through agent, the quotation must accompany original authorization letter.
6. Any corrections/amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
- 7. Part-III containing Vendor Registration Form (SRF) and Non-Disclosure Agreement (NDA) will be opened on the date and time specified in the tender notice in the presence of those tenderers who wish to attend.**
- 8. Part-I and Part-II containing techno-Commercial bid and price bid will have to be submitted within 30 days after intimation from BHEL only by those bidders whose Part-III (SRF & NDA) are accepted by BHEL and Part-I will be opened first on the date and time to be intimated separately by BHEL in the presence of respective tenderers who wish to attend.**
- 9. Part-II (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid (Part-I) has been found acceptable in the presence of respective tenderers who wish to attend.**
10. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid and the bids falling within the delivery period and meeting the last delivery requirement. Any offers beyond this period shall be rejected.
11. Currency exchange rate will be applicable on the date of opening of Part-I (Techno-commercial Bid) for evaluation purpose.
- 12. Depending upon the delivery suitability, BHEL reserves the right to split order on more than one vendor.**
- 13. Evaluation of Bid: - The bid shall be evaluated**
 - a. Cost to BHEL basis. (Basic Cost + Insurance + Transportation + Duty)**
 - b. The loading, if any, on account of LD penalty, payment terms or any other cost determined at later stage, which shall be communicated to the vendor.**
14. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.
15. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.
16. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
17. BHEL reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction the paper bid shall be processed. Bidder should clearly indicate their acceptance for reverse auctioning in Annexure-II. The bids of those vendors who do not agree for reverse auction may not be considered. The Terms & Condition for Reverse Auctioning are given below.
18. Total weight -- /Gross / Net in Kg & also package size essentially should be indicated if not exact then approximate.

19. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. **The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.**
20. SETTLEMENT OF DISPUTES
- a. **Indigenous Vendors:** In all cases of dispute the matter shall be referred for arbitration to any arbitrator to be appointed by the Executive Director or any officer who is the administrative head of Bharat Heavy Electricals Ltd., at Haridwar. The venue of arbitration shall invariably be Ranipur Haridwar. The award of the arbitrator shall be final and binding on both the parties. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties.
 - b. **Foreign Vendors:** In the event of any dispute or difference arising between the parties to this contract regarding execution of same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of the two arbitrators, one to be appointed by each party; or in the case of the said arbitrators not agreeing then an umpire to be appointed by the two arbitrators in writing before entering on that reference and provisions of the Indian Arbitration Act ,1940 or any statutory notification, or re-enactment therefore and rules framed there under from time to time shall apply to such arbitration . If the two arbitrators do not agree on the appointment of umpire, the nomination of the umpire shall be done by the International Chamber of Commerce, Paris(France).The decision of arbitrators, or in case of their not agreeing, that of the said umpire shall be binding both on seller and purchaser. The venue of the arbitration invariably be at New Delhi.
21. JURISDICTION
- a. All question, dispute or differences arising under, out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of Haridwar courts.
22. OVER RIDING CLAUSE
- a. All stipulations made in any correspondence other than those exchanged in regards to “instruction” in our tender documents / enquiry for submission of your offer, if at all shall be void to the extent they are repugnant to the conditions contained herein above and in the purchase order.
23. FINALITY OF MANAGEMENT DECISION
- a. At all places in the preceding clauses BHEL Management’s decision shall be final.

IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET IF YOU HAVE COLLECTED THE TENDER DOCUMENTS FROM BHEL.

DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID), PART-II (PRICE BID) & PART-III (VENDOR REGISTRATION FORM)

PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents (to be submitted after opening of Part-III)

- a) Confirmation to Minimum Qualification Requirement as per Annexure-2 (for unregistered vendors only)
- b) Complete technical offer as per specification, drawings, technical requirement along with un-priced bid giving FOB, C&F rate and Lloyds inspection charges separately and delivery schedule.
- c) Validity of offer to be indicated.
- d) **Annexure-II** Compliance sheet for technical/commercial terms and conditions for two-part tender.
- e) **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
- f) Details of activity outsourced.
- g) Copy of enclosed Quality Plans

PART –II (Price Bid) (to be submitted with Part-I in separate envelope)

- a) Price bid with prices to be submitted as part-II of the tender.
- b) Prices should remain firm till the execution of the order.
- c) In case of foreign vendors, prices to be quoted on FOB & C&F Mumbai (India) basis separately. In case of FOB, Loading port must be mentioned. Please note that **Ex-Works** price are **not** acceptable & offer shall not be considered. In case of Indigenous vendor, prices must be quoted on FOR- Destination- CPS-HEEP-BHEL basis.
- d) Insurance – Marine in case of foreign vendor & inland in case of Indigenous vendor shall be taken care by BHEL.
- e) LRS inspection charges to be quoted separately.

- f) **Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.**
- LD Penalty shall be applicable at the rate of ½ % (half percent) per week or part thereof subject to a maximum of 10% of the value of unexecuted portion of the order. Incase of any variation in LD penalty, your prices shall be loaded to the extent LD penalty not accepted by you.
 - Payment term shall be “100% payment against dispatch documents, through irrevocable LC or Cash against Documents (for foreign vendors) with bank charges as either side and after receipt and acceptance of material (for indigenous vendors)”. **BHEL as a rule do not agree to release advance payment.**
 - **Difference, if any, in cost in payment terms with respect to BHEL Payment terms (“100% payment against dispatch documents, through irrevocable LC (for foreign vendors) and after receipt and acceptance (for indigenous vendors)” shall be loaded in prices of vendor.**
 - a) Irrevocable LC is opened for one quarter (3 months) & is established 45 days prior to delivery schedule. The charges of establishing the LC are on either side i.e. charges in India to be borne by BHEL and charges outside of India to be borne by vendor. If any vendor insists for LC for more than one quarter, vendor has to essentially bear all charges (Within & Out side India) for the period exceeding one quarter.
 - b) **BHEL does not open confirmed LC even if vendor agrees to bear the confirmation charges.**

Part-III - Vendor Registration Form (SRF)

(SRF-Foreign Suppliers or SRF-Indian Suppliers)

- a) The SRF (as applicable) duly filled up will be assessed for manufacturing capability quality systems being followed, organizational soundness and financial worthiness. The same shall be submitted with Part-I (Techno-Commercial Bid) by un-registered vendor only with BHEL, HEEP, Haridwar.
- b) NDA – Non-disclosure Agreement is required to be signed on every page after filling relevant details. Only after acceptance of NDA, relevant drawings will be furnished for submitting Part-I and Part-II offers.

MARKING OF ENVELOPE:

- **Each envelop below is also to be super-scribed as “TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON ---**
- Drafts for Tender Fee & EMD to be kept in one envelop marked **Envelop –A**. On the Top of the envelope, please write Draft No., Issuing Bank Details & Amount. Those vendors who are quoting for more than one tender must submit a statement in envelopes of all those tenders giving details of all the tenders being quoted. However, the draft of each tender should be kept in individual tender envelop.
- Techno-Commercial - Part-I to be kept in another envelop **Envelop-B** & to be marked as Techno-Commercial Offer. Annexure-II is to be duly filled & signed and to be kept in Envelop-B.
- Vendor Registration Form (SRF & NDA) Part –III to be kept in another envelop **Envelop–C** & to be marked as Vendor Registration Form.
- Price Bid – Part-II to be kept in another envelop **Envelop-D** & to be marked as Price Bid.
- **Envelop A and Envelop C are to be kept in one envelop super scribed as above (this will be opened on the date and time specified in the tender notice in the presence of those tenders who wish to attend).**
- **Envelop-B and Envelop D (to be submitted later) are to be kept in one envelop super scribed as above.**
- **Envelopes not marked as above are liable to be ignored and will not be opened.**

TERMS AND CONDITIONS OF REVERSE AUCTIONING

Against this enquiry for the subject item /system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors 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.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and

- loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
 8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
 9. 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.
 10. 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 vendor to conduct business with BHEL as per prevailing procedure.
 11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

ANNEXURE-II (THREE SHEETS)COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS
FOR THREE PART TENDER

SI No	Techno-commercial Terms	Accept/Reject/Comment
01	The prices are to be quoted on C&F Mumbai basis. The bids will be evaluated on C&F basis. The bidder who quotes on other than C&F Mumbai basis then their offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port against the enquiry/freight rate available with BHEL. Further non-availability of ship will not be accepted for rescheduling the delivery or waiver of penalties.	
02	Please quote your rates in your currency or Indian Rupees.	
03	Indian Agents commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation.	
04	The vendor must indicate the name of port of loading in their offer.	
05	While submitting your bids please clearly indicate: (a) Expected Weight of goods (lots wise) (b) The size of packed goods (c) Whether the goods can be dispatched in containers?	
06	- Please quote your rates with both the options (a) C&F Landing Port & (b) FOB dispatching port. In case of FOB dispatching port, BHEL will add sea freight, insurance and administrative charges for comparison purpose - No representation about the freight amount taken by BHEL will be entertained.	
07	Please inform Approximate Shipping Weight and the Shipping Volume of the Consignment in your quotation.	
08	- As per the Indian Law, all consignments being imported into India by air/sea require a phytosanitary certificate from the country of origin-if articles have been packed with packaging materials. This is mandatory. - Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc. - Please confirm in your offer/dispatch documents that the required phytosanitary certificate will be submitted.	
09	The Trans-shipment condition in BHEL purchase orders / Letter of Credit will be governed by Uniform Customs and Practices for Documentary Credits, UCP 500 of International Standard Bank Procedures issued by the International Chamber of Commerce (ICC). Please refer to our web site www.bhelhwr.co.in under the heading "TRANS-SHIPMENT".	
10	Specifically confirm your agreement to air freight the material at your cost in case the delivery is delayed beyond 4 weeks. It is in addition to the penalty for delayed delivery as per the printed clause overleaf.	
11	The offer should be accompanied with relevant copies of catalogues, drawings or specification. If these documents are not furnished the offer is liable to be rejected.	
12	For evaluation, exchange rates (TT selling rates of SBI) as on scheduled date of tender opening (part 1 bid in case of 2 part bid) shall be considered.	
13	BHEL will deal directly with the manufacturers and no correspondence with the agents will be entertained. The agents will not be permitted to visit/ interact with BHEL on behalf of their principals. Subsequently also no correspondence of any type will be made with any agent. All individuals/ companies representing/ Advisor/retainer ship basis or claimed to be part time employee for many OEMs/claiming to be channel/business partner for BHEL work/stockist not registered specifically etc are Agents	
14	The bidders (original registered suppliers) will have to submit the ink-signed offer/bid in original directly to BHEL. In case the bid is submitted by FAX/email, the bidders shall simultaneously ensure submission of ink signed original bid to BHEL also in the manner prescribed in this tender.	
15	However, the suppliers or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a specific letter for a particular enquiry, for price bid opening on that particular day. General authorization letter is not acceptable.	
16	As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, One Agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage,	

	BHEL-Hardwar is likely to cancel Enquiries/P.O.s to such suppliers. Further such Indian Agents are likely to be de-listed (Black listed for business from BHEL).	
17	Vendor should quote price and delivery details as per commercial terms & conditions.	
18	LD Penalty shall be applicable at the rate of ½ % (half percent) per week or part thereof subject to a maximum of 10% of the value of unexecuted portion of the order. In case of any variation in LD penalty, BHEL may load maximum penalty under LD Clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor.	
19	RISK PURCHASE: In case of delays in supplies / defective supplies or nonfulfillment of any other terms and conditions given in Purchase Order the purchaser may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. Vendors do not agree to the above RISK PURCHASE CLAUSE and in eventuality of RISK PURCHASE, may be banned for business with BHEL.	
20	Our preferred payment term is "100% payment after receipt and acceptance of material". Loading on prices- In case of deviation in payment terms from standard terms & conditions, the loading pattern for comparison of price bids is mentioned below: - 1.25% per month for the amount exceeding 90% of the contract value. The period of loading shall be 1 month for indigenous items and 2 months for imported items. The loading will be done for each case more than Rs. 1 lac & is for comparison purpose only to determine L1 status.	
21	Any document if identified as "AWAITED" against any of the items above, has to be submitted by the vendor in 4 sets along with their offer, for one-time approval by BHEL. Each document must be identified with a unique document no and its revision no.	
22	-All bank guarantees for Security Deposit as well as Performance Bank Guarantee should be from one of the BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks is displayed at BHEL website www.bhelhwr.co.in -However, in case the bank guarantee is not from BHEL consortium banks, then the vendor has to get the bank guarantee confirmed from one of the BHEL consortium banks and the bank charges are to be borne by the bidder. -If any vendor does not accept this condition, their offer is likely to be ignored.	
23	BHEL reserves rights to place order for tendered quantity on more than one vendor.	
24	In case you are not quoting, please send your regret letter positively for our reference.	
25	Intimate your email address or changes, if any, by email to asanyal@bhelhwr.co.in giving your Vendor Code.	
26	The vendor shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement.	
27	The above terms and conditions supersede the same or similar terms and conditions, if appearing elsewhere in the enquiry or PO.	
28	Following information is available on Business-to-Business Portal on website www.bhelhwr.co.in : 1 Tender Submission, 2 Comparative Statement of Rates, 3 Status of tender enquiries, 4 Negotiations, 5 Status of purchase orders, 6 Pink Memos, 7 Rejection 8 Payment Status and 9 Vendor Registration. The user ID & password can be obtained from website itself.	
29	Please resolve your rejections and unexecuted overdue purchase orders immediately which are posted at website.	
30	Please confirm that prices quoted are not more than the prices quoted any other BHEL unit.	
31	Where ever national/international (N/IN) standards are referred, the latest N/IN standard & are to be followed. Mention year & date of standard revision that shall be followed for the supply.	
32	Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.	
33	Tenders received after the specified time of their 'submission' will be treated as late tenders and shall not be considered under any circumstances.	
34	The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on web site www.bhel.com .	
35	Please confirm to participate in Reverse Auction on CIF Mumbai basis inclusive third party inspection charges for foreign suppliers. For Indian suppliers, please quote your rates without inspection charges on FOR Destination basis, your rates will be loaded accordingly for inspection charges as Inspection will be arranged by BHEL.	

36	Ink signed order acceptance shall be furnished within 15 days of order placement.	
37	Right of acceptance – BHEL reserves the right to reject any or all quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced quantities without any extra charges. Vendor should also be prepared for giving discount in case of increase in quantity.	
38	In case of foreign suppliers, confirm that prices are quoted inclusive of third party inspection charges on FOB as well as C & F basis.	
39	Confirm that un-priced part of price bid is enclosed with technical commercial offer	
40	Vendor to confirm that they meet each & every clause of our specifications/Drawings. If not, vendor to specify each deviated clause & submit in a separate sheet.	
41	Vendor to list out on a separate sheet any activity which is outsourced. Please furnish details of out sourced vendor.	

Vendors are requested to comment on each applicable clause and write as "NA" if not applicable. Please attach this sheet with your techno-commercial offer.

Signature with stamp**Name:****Name of Firm:****Designation:****Date:**

ANNEXURE-III (ONE SHEET)

Item Details and Delivery Schedule

Tender No.	Material Code	Description	Drawing	Lot Qty.	Delivery
1223/E/E211/ 2012/3888/H	W93413900200	Flexible Terminal Connections	21391201003 Rev 04	12 NO	27/10/2013
	W93413900722	Flexible Terminal Connections	11391201053 Rev 02	42 NO 6 NO 6 NO 6 NO 6 NO 6 NO	27/10/2013 27/01/2014 01/02/2014 02/05/2014 30/06/2014 29/09/2014

NOTE: THE QUANTITY INDICATED ABOVE CAN BE INCREASED/ DECREASED.