

**GENERAL TERMS & CONDITIONS**

A	COMMON FOR BOTH INDIGENOUS & FOREIGN VENDORS/SUPPLIERS
1	These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, BHEL-Haridwar (hereinafter referred to as BHEL or the Purchaser).
2	<p><b>Registered Vendors</b> - Are those who are registered with BHEL, Haridwar for tendered items in respective material grade under 'M' code.</p> <p><b>Un-registered Vendors</b> - Are those who are not registered with BHEL, Haridwar for tendered items in respective material grade.</p> <p><b>Un-registered vendors shall be considered, if and only if, they meet the minimum qualification requirement and quality requirements as given below.</b></p> <p>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 <a href="#">Foreign Vendors</a> or <a href="#">Indigenous Vendors</a>] and Non-Disclosure Agreement (NDA) [email for NDA format: lalit@bhelhwr.co.in]. <b>Vendor(s) shall not be considered for ordering if not approved by BHEL.</b></p>
3	<p><b>ORIGIN OF QUOTATION:</b></p> <p>The quotation should be preferably from the principal vendor. However tender specific authorized registered agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers. BHEL will not interact with agents directly and will not entertain any query/clarification from agents.</p>
4	<p><b>SUBMISSION OF TENDER:</b></p> <p>Quotation must be enclosed in sealed cover on which tender enquiry number and the due date <b>MUST BE</b> written and be invariably sent under <b>REGISTERED POST / SPEED POST / COURIER</b>: addressed as follows:-</p> <p><b>Due on 11/5/2015 Enquiry No. NIT/E/4100/2014/5894Y1</b></p> <p><b>To,</b>  <b>THE HEAD OF MATERIAL MANAGEMENT,</b>  <b>Heavy Electrical Equipment Plant,</b>  <b>Bharat Heavy Electricals Limited,</b>  <b>HARDWAR-249403, INDIA.</b></p>
4	<p>In case of Two Part Bid, technical bid containing technical offer, duly signed; and <b>un-priced copy</b> of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. Both envelopes indicating Part-1 or Part-2 as the case may be to be put in a bigger envelope.</p> <p>The quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. <b>Quotations sent by any mode but not received in time will be ignored.</b> Tender received through E-mail is also acceptable. <b>However, in time submission of tender in tender box shall be the responsibility of the vendor, sent through any mode. The bid/offer must be ink signed in original. In case of offers through Email, offer should be sent at the email id mentioned in the NIT (ink signed offer must be submitted subsequently). Bids without ink signed will be out rightly rejected.</b></p> <p>The offers of the bidders who are on the hold/delisted/ banned list and also the offers of the bidders, who engage the services of the hold / delisted / banned firms, shall be rejected. The cutting/overwriting in the bid / offer must be duly attested by the signatories to the offer. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.</p>
5	<p><b>TENDER OPENING:</b></p> <p>Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating vendors are allowed to attend tender opening. <b>TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERD UNDER ANY CIRUMSTANCES. HOWEVER, LATE OFFER RECEIVED AGAINST SINGLE TENDER MAY BE CONSIDERED.</b> The suppliers or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. <b>General authorization letter is not acceptable.</b></p>
6	<p><b>RISK PURCHASE:</b></p> <p>In case of delays in supplies / defective supplies or non-fulfillment 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. If Vendors do not agree to the above RISK PURCHASE CLAUSE and in eventuality of RISK PURCHASE, may be banned for business with BHEL.</p>
7	<p><b>INCIDENTAL CHARGES:</b></p> <p>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 /submission of BG/refund of amount paid.</p>

8	<p><b>FORCE MAJEURE CLAUSE:</b> Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc. or any other circumstances beyond the control of BHEL which inter alia include cancellation, suspension of order by our customer.</p> <p>The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.</p> <p>Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.</p>
9	<p><b>SPECIFICATION:</b> Please give your detailed specification in the quotation along with relevant technical literature/catalogue etc. against our tender specifications.</p>
10	<p><b>QUALITY REQUIREMENT:</b> Your quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable) (V) Refer Annexure-I, (Vi) Commissioning shall be done at BHEL Hardwar</p>
11	<p><b>VALIDITY:</b> The quotation should be valid for a minimum period of 120 days, effective from the date of opening of tender.</p>
12	<p><b>RIGHT OF ACCEPTANCE:</b> BHARAT HEAVY ELECTRICALS LIMITED HARDWAR reserves the right to reject any or all the quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced quantity without any extra charges. Vendor should also be prepared for giving quantity discount in case of increase in quantity.</p> <p>Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.</p> <p>Unsolicited discounts / revised offers given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the enquiry.</p> <p>In case of changes in scope and / or technical specification and / or commercial terms &amp; conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.</p> <p>The bidder whose bid is technically not accepted will be informed &amp; EMD wherever submitted shall be returned along with his price bid within 30 days of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after tender opening</p> <p><b>Reverse Auction:</b> The enquiry can be finalized through Reverse Auction. BHEL reserves the right to reject the offer in case of non-acceptance of this clause. In case BHEL decides to open the sealed paper price bids, bids of all the techno-commercially acceptable bidders will be opened on the assigned date.</p>
12	<p><b>BANK GUARANTEE:</b> All bank guarantees for Security Deposit as well as Performance Bank Guarantee of the requisite value in the denominated currency of the purchase order 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 are displayed at BHEL website <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a>. 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 vendor. If any vendor does not accept this condition, their offer is likely to be ignored.</p>
13	<p><b>EMD &amp; TENDER FEE:</b> Offers must be accompanied with requisite EMD and Tender Fee except in the case of MSE vendors (applicable for 'Indigenous vendors' registered under MSMED Act-2006).</p> <p>The bidder whose bid is technically not accepted will be informed &amp; EMD wherever submitted shall be returned along with his price bid. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after submission of the bid.</p>
14	<p><b>STATUTORY REQUIREMENTS:</b> The Vendor should mention the PAN, Excise Registration No., TIN, Service tax Registration No. , as the case may be, on the documents and Bank Details as per BHEL e-Payment format along with the cancelled cheque; provided to BHEL for payment purpose.</p> <p>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.</p> <p>Where ever national/international (N/IN) standards are referred, the latest N/IN standard &amp; are to be followed. Mention year &amp; date of standard revision that shall be followed for the supply.</p>
15	<p>No representation about the freight amount taken by BHEL will be entertained.</p>
16	<p>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.</p>

17	In case you are not quoting, please send your regret letter positively for our reference with valid reasons for not participating in the Tender. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's approved vendor list.
18	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
19	Wherever the enquiry is issued to unregistered vendor, the bidder shall submit duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from <a href="http://www.bhel.com">www.bhel.com</a> . Price bids of such vendors will be opened only on techno-commercial acceptance of bid & after allotment of vendor code.
20	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
21	<b>Delivery Schedule &amp; Completion date:</b> <ul style="list-style-type: none"> <li>• Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.</li> <li>• Seller shall deliver the goods in the manner and schedule agreed under the Purchase order.</li> </ul>
22	<b>Transit Insurance:</b> Except where delivery terms are agreed on CIF basis for Imports, transit insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
23	<b>Non-Disclosure Agreement:</b> All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.
24	<b>Guarantee / Warranty and Corresponding Repairs / Replacement of Goods:</b> Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by the purchaser.
25	<b><u>BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.</u></b>
<b>B</b>	<b>PRICES:</b>
	<b>Common for both Indigenous &amp; Foreign Vendors/Suppliers</b>
	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.
	Please confirm that prices quoted are not more than the prices quoted to any other BHEL unit.
	<b>For Indigenous Vendors/Suppliers</b>
	Prices should be quoted on F.O.R. Destination basis. Quotations on other than FOR destination basis are liable to be rejected.
	Except delivery on FOR destination basis, Transit Insurance shall be taken care of by BHEL.
	In case of Indigenous Items covered by DGS&D Rate Contract, the vendors should submit latest valid copy of the rate contract along with quotation.
	Applicable Sales Tax, Excise Duty and any other statutory levy should be indicated separately and clearly in the quotation.
	Vendors can despatch goods through any <b>BHEL/Indian Bank Association approved transporters</b> having their branch at Hardwar/destination. For your convenience the names and addresses of transporters approved by IBA & BHEL are posted at our website <a href="http://www.bhelhwr.co.in">http://www.bhelhwr.co.in</a> . If material is despatched through other than BHEL approved transporter, material to be delivered on door delivery BHEL Stores basis.
	The bid will be evaluated on the basis of delivered cost (i.e. Total Cost) to BHEL. If any bidder still quotes on other than FOR destination basis then his offer will be loaded for freight, packing and forwarding charges etc. No representation about the freight amount taken by BHEL will be entertained. Further non-availability of BHEL approved transporter will not be accepted for rescheduling the delivery or waiver of penalties.
	In case of despatch of material through any unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the vendor account.

<b>For Foreign Vendors/Suppliers</b>	
	<p>Vendors to quote their prices on <b>FOB dispatching port</b> in Euro/USD/JPY only. However vendor may opt to quote their rates with both the options (a) C&amp;F Landing Port &amp; (b) FOB dispatching port. In case of FOB dispatching port, BHEL will add sea freight, insurance and administrative charges for comparison purpose. BHEL reserves the right to accept/reject the offers of the vendors not quoting FOB prices. The bids will be evaluated on the basis of delivered cost i.e. Total Cost to BHEL.</p>
	<p><b>Basis of evaluation for quotation in foreign currency:</b> Currency exchange rate for evaluation of the quotation received in foreign currency will be as follows: A. Single part bid – Date of tender opening. B. Two / Three part bid – date of part 1 opening. C. Reverse auction – Date of part-1 opening. For evaluation, exchange rates (TT selling rates of SBI) as on scheduled date of tender opening (Part 1 bid in case of two part bid), shall be considered.</p>
	<p><b>Evaluation of Indian Agents Commission:</b> BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to “regulatory guidelines” which will require submission of an agency agreement. The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt &amp; acceptance of Materials or it’s installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening shall be considered for computation of Agency commission.</p>
	<p>In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.</p>
	<p>The vendor must indicate the <b>Name of Port of Loading</b> in their offer.</p>
	<p><b>While submitting your bids please clearly indicate:</b></p> <p>(a) Expected Weight of goods (lots wise). (b) The size of packed goods. (c) Whether the goods can be dispatched in containers?</p>
<b>C</b>	<b>PAYMENT TERMS:</b>
<b>Common for both Indigenous &amp; Foreign Vendors/Suppliers</b>	
	<p>1. BHEL’s standard payment term is “80% of Supply value + 100 % Taxes &amp; Duties to be paid after receipt and acceptance of material and balance 20% of supply value + E&amp;C charges (all the services provided at BHEL) will be paid after satisfactory erection &amp; Commissioning and submission of PBG of 20% of total PO value in BHEL prescribed format from any consortium bank of BHEL and valid for 30 days beyond guarantee period.</p>
	<p>BHEL reserves the right to accept or reject the offer of the vendor who quotes the payment term other than BHEL’s standard payment term.</p>
	<p>In case BHEL accepts any deviation from above payment term then loading will be done to evaluate the L-1 status of the vendor as under for payments to be done through Bank.</p>
	<ul style="list-style-type: none"> <li>• <b>Loading for period of relaxation: Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%’, shall be considered for loading for the period of 2 months for foreign vendors and 1 month for indigenous vendor (if applicable).</b></li> <li>• <b>Documentation charges as Rs 1500 shall be loaded for foreign vendors and bank charges @0.8% subject to maximum of Rs 6000 shall be loaded for Indigenous vendors.</b></li> <li>• <b>LC opening charges, if applicable, shall be loaded @0.02% per quarter.</b></li> </ul>
	<p>Please note that BHEL does not open confirmed LC, even if vendor bears all the LC related bank charges.</p>
<b>D</b>	<b>DELIVERY TERMS</b>
	<p><b>Indigenous Purchase:</b> Goods shall be delivered on ‘FOR Destination’ basis to the named destination unless otherwise called for in the enquiry.</p>
	<p><b>Foreign Purchase:</b></p> <ol style="list-style-type: none"> <li>1. Goods shall be dispatched by sea, unless stated otherwise in the enquiry or purchase order.</li> <li>2. Unless CIF / CFR deliveries are called for in the enquiry, the goods shall be delivered on FOB basis to the named Gateway Sea Port or FCA basis to the named Airport, if air freight is called for.</li> <li>3. Goods shall be handled for ocean freight / air freight by BHEL’s freight forwarder only, under FOB contracts and OBL / HAWB issued by BHEL appointed forwarder or his authorized agent(s) shall only be accepted for negotiation.</li> <li>4. In the event of bidder offering CFR or CIF delivery terms for delivery in FCL (Full Container Load), the Bidder shall provide <b>14 days’ time free of detention</b> from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be <b>loaded</b> for the period short of 14 days period.</li> </ol>

	5. <b><u>Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.</u></b>																								
<b>E</b>	<b>LATE DELIVERY PENALTY CALUSE</b>																								
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	Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on basis of the items specified in the enquiry i.e. individual items, set wise, total items together. BHEL will levy a penalty for unexecuted portion /set value / PO value (as may be applicable) @0.5% per week or part thereof subject to maximum of 10% of the unexecuted portion /set value / PO value (as may be applicable). Acceptance / Non Acceptance of this CONDITION must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under Late Delivery 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. <b>Further non-availability of ship will not be accepted for rescheduling the delivery or waiver of penalties. Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor.</b>																								
	<b>For Indigenous Vendors/Suppliers Only</b>																								
	In case of payment through bank, and as per the delivery terms mentioned in the Purchase Order, Terms being, "FOR destination/ FOR Haridwar/ FOR Transporter Godown", date of delivery date for the LD/ penalty purpose will be considered as : GR Date + 10 days																								
	<b>For Foreign Vendors/Suppliers Only</b>																								
	In case of delivery terms being "C&F / CIF" delivery date for penalty purpose will be - Bill of Lading Date																								
	In case of delivery terms being "CPT" delivery date for penalty purpose will be - Date of Air way bill																								
	In case of delivery terms being "FOR destination / FOR Haridwar / FOR Transporters Godown" delivery date for penalty purpose will be considered as follows: <ul style="list-style-type: none"> <li>❖ In Case of Despatch by Sea: BL date</li> <li>❖ In Case of Despatch by Air: AWB date</li> </ul>																								
<b>F</b>	<b>INSURANCE DECLARATION:</b>																								
	Vendor will submit details of dispatches in the following format at email ID <a href="mailto:hwfaxfp@bhelhwr.co.in">hwfaxfp@bhelhwr.co.in</a> .																								
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<b>G</b>	<b>SETTLEMENT OF DISPUTES:</b>																								
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	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 Hardwar. 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. All question, disputes or differences arising under, Out of or in connection with the Purchase Order shall be subject to the exclusive jurisdiction of Hardwar Courts.																								
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	In case of event of any dispute or difference arising between parties regarding order execution of the same or their respective rights and liabilities there under, the same shall except otherwise expressly provided therein, be referred to the arbitration of two arbitrators, one to be appointed by each party, or in the case of the said arbitrators not agreeing them an umpire to be appointed by the two arbitrators in writing before entering of that reference and provisions of the Arbitration and Conciliation Act 1996 or any statutory notification, or reenactment therefore and rules framed there under from time to time shall apply to																								

	such arbitrations. If two arbitrators do not agree on the appointment of umpire, it (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 sail umpire shall be binding both on seller and purchaser. The venue of the arbitration shall invariably be New Delhi (India).
<b>H</b>	<b>TAXES &amp; DUTIES:</b>
	<b>For Indigenous Vendors/Suppliers Only</b>
	<ul style="list-style-type: none"> <li>Your Sales Tax Registration Number should be clearly mentioned on your quotation. In case you are not registered with Sales Tax Authorities, the same should be indicated with reasons thereof.</li> <li>The Seller shall clearly indicate extent of taxes as applicable in his technical bid. In the event of vendor failing to furnish valid CENVAT invoices, amount corresponding to CENVAT will be disallowed by BHEL while making payments.</li> <li>E1/E2 forms are to be submitted by vendor for direct despatches to Customers. The forms are to be submitted within 30 days of receipt of photocopy/scan copy of C-form. Other statutory declaration forms are also to be submitted in time, as mentioned in the relevant Laws. BHEL reserves the right to withhold the payment due to the vendor equivalent to BHEL's tax and related liability thereon.</li> <li><b><u>Payment of VAT will be considered on submission of proof of payment of VAT along with periodic Tax returns with acknowledgement mentioning BHEL's purchases.</u></b></li> </ul>
	<b>For Foreign Vendors/Suppliers Only</b>
	Where ever the material being offered is imported & the prices quoted are inclusive or exclusive of CVD, the rate & value of CVD and any other taxes and duties as applicable for each item must be indicated. The offer is liable to be ignored in absence of this information. Moreover the Applicable Indian Taxes (like Service Tax & TDS etc) on Service Portion of Order Value shall be borne by the Vendor. If PAN (Permanent Account Number) of the recipient is not available, tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher. As per Section 206AA of the Act.
<b>I</b>	<b>MISCELLANEOUS TERMS &amp; CONDITIONS:</b>
	<b>For Indigenous Vendors/Suppliers Only</b>
	<b>For Micro &amp; Small Enterprises (MSE's):</b> Clearly state your status regarding Micro, Small and Medium Enterprises as per the Micro, Small and Medium Enterprises Development Act-2006 by producing relevant certificate. In case of an MSE vendor (Including SC/ST vendors) in this tender, the procurement will be as per GOI's laid down procedure. A certificate based on the previous year's audited accounts is to be enclosed from the Chartered Accountant (CA) with the offer, verifying present MSE Status; else MSE benefit will not be extended.
	<b>For Foreign Vendors/Suppliers Only</b>
	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. Please confirm in your offer/dispatch documents that the required phytosanitary certificate will be submitted.
	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.
	Specifically confirm your agreement to air freight the material at your cost.
	<b>If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.</b>
<b>J</b>	<b>TERMS AND CONDITIONS OF REVERSE AUCTIONING</b>
	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. <ol style="list-style-type: none"> <li>For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.</li> <li>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.</li> <li>BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact &amp; get trained.</li> <li>Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.</li> <li>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.</li> <li>BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing &amp; forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms &amp; conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.</li> <li>Reverse auction will be conducted on scheduled date &amp; time.</li> </ol>

	<ol style="list-style-type: none"><li>8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.</li><li>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.</li><li>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.</li><li>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.</li><li>12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.</li><li>13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.</li><li>14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.</li><li>15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.</li></ol>
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KINDLY READ "ANNEXURE-III" THOROUGHLY. QUOTATIONS NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIKELY TO BE DISQUALIFIED AND IGNORED.

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.

Thanking You,  
Yours faithfully,

For & on behalf of BHEL, Hardwar.

**Nand Lal**  
**AGM (PPX-EM)**