



BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249403 (UK)
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No. SER/OT/13/3826U

Date: 16.06.2014

Subject: Open tender as detailed below:

OPEN TENDER

1. Sealed tender with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.

Sl. No	Tender No.	Description of Equipment/Item	Items (Nos.)	Last date to get from BHEL	Opening date
1.	9294/S/6399/13/3826U	Supply & commissioning of DRO system on Skoda make Horizontal borer and HMT make Horizontal borer as per specifications mentioned in annexure 'A'	1 Set As mentioned in technical specification	22.07.2014	23.07.2014

- Cenvat applicable
- Warranty certificate required.

2. Last date for collecting tender documents and Opening of tender is indicated.
3. Intending vendors must remit the tender fee of Rs. 2,000.00 for indigenous supplies (equivalent foreign currency \$ 50.00 / € 40.00) from foreign vendors against each tender along with the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders) **only (Cheque / Bank Guarantee are not acceptable)** while submitting the tender documents as detailed in "Instruction to Bidders", after downloading from this web site.
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor etc.
5. Other terms and conditions will be as per tender documents.

Purchase Executive



BHARAT HEAVY ELECTRICALS LIMITED

HEEP HARDWAR INDIA-PIN 249403

FAX NO: 0091 1334 226462

PHONE NO: 0091 1334 281673

Enq. No.: 9294/S/6399/13/3826U

Date of issue : 16.06.2014

Due Date : 23.07.2014

M/S.....

.....

Sub: Tender Enquiry No. 9294/S/6399/13/3826Y/1

Dear Sir,

We are pleased to invite your offer in THREE PARTS strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned items :

Sl. No.	Description of Item	Qty. (Nos.)	Delivery Required	EMD (Earnest Money Deposit)
1.	Supply & commissioning of new DRO system on Skoda make Horizontal borer and HMT make Horizontal borer as per specifications mentioned in annexure 'A'	1 set As mentioned in technical specification	31.08.2014	40,000.00

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendor should submit their best price at this stage itself and they will not be allowed to revise the price unless there is change in specification or terms and conditions or specifically asked by BHEL. In case of any uncalled revision / discount submitted by vendor subsequently will be ignored & the bid is likely to be rejected.

Part-II bids shall be opened of those vendors ONLY AFTER ENSURING AVAILABILITY OF EMD AND TENDER FEE Or Certificate of Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc). (PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE {drawn in favour of BHEL Hardwar} IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD & TENDER FEE" or NSIC Certificate) at 2 PM on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals (if any) for attending the bid opening.



All Govt. of India / PSU / State Govt. departments, Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc. Only if registered for tendered item, however Annual Certificate from practicing CA certifying that the investment in Plant & Machinery of the supplier is within the permissible limit as per ACT to be submitted) are exempted from submission of EMD. Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc. only if registered for tendered item) are exempted from submission of tender fee also.

MSE Suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) of valid NSIC certificate of EM II certificate along with CA certificate (Format enclosed as per Annexure- I) applicable for the year, certificate 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.

EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Security Deposit.

EMD shall not carry any interest.

KINDLY READ "INSTRUCTIONS TO BIDDERS" **THOROUGHLY**. QUOTATIONS NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Thanking You,
Yours Faithfully,
For & on behalf of BHEL, Hardwar

Purchase Executive



INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

The tenders to be submitted in THREE PARTS (Part I EMD & Tender Fee or NSIC Certificate , Pre-qualification and Supplier Registration Form, part II Techno -Commercial Bid and part III price Bid as described below on or before the due date.

1. PART-I:

EMD & TENDER FEE OR Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc. Only if registered for tendered item, however Annual Certificate from practicing CA certifying that the investment in Plant & Machinery of the supplier is within the permissible limit as per ACT to be submitted)

Pre-Qualification Requirement and Supplier Registration Form.

2. PART-II

(TECHNO-COMMERCIAL BID) shall comprise of following documents:

- a. Complete Technical offer in TWO sets (one original + one copy).
- b. Catalogue of the Items, if applicable.
- c. Acceptance of commercial terms by vendor as per **Annexure B**.
- d. Deviation with reference to specification to be laid down on separate sheet.
- e. Copy / replica of price Bid (without prices).
- f. If any additional documents (please specify).

3. PART-III (PRICE BID):

The price Bid (with price) to be submitted along with part I, strictly as specified in the price schedule attached at Annexure-II. Prices are to be indicated in both figures and words.

GENERAL INSTRUCTION FOR FOREIGN SUPPLIERS

- * 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 his 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 on account of delayed delivery.
- * Please quote your rates in your currency or Indian Rupees.
- * 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.
- * The vendor must indicate the name of port of loading in their offer.
- * While submitting your bids please clearly indicate:
 - o Expected Weight of goods (lots wise).
 - o The size of packed goods.



- Whether the goods can be despatched in containers.
- * 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.
- * Please inform Approximate Shipping Weight and the Shipping Volume of the Consignment in your quotation.
- * 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/despatch documents that the required phytosanitary certificate will be submitted.
- * Comparison of prices will be made in Indian Rupees & the foreign currency conversion rate will be applicable as on the date of technical bid opening.
- * 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".
- * 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.
- * 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.
- * 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
- * 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.
- * 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.
- * 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).

- * Vendor should quote price and delivery details as per commercial terms & conditions enclosed.
- * BHEL may load maximum penalty under Late Delivery Penalty 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.
- * **RISK PURCHASE:** 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.
- * Vendors do not agree to the above RISK PURCHASE CLAUSE and in eventuality of RISK PURCHASE, may be banned for business with BHEL.
- * 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.
- * Any document if identified as "AWAITED" against any of the item above, has to be submitted by the vendor in 4 sets alongwith their offer, for one-time approval by BHEL. Each document must be identified with a unique document no. and its revision no.
- * Bank guarantee for Security Deposit should be from one of the BHEL consortium banks (Indian branch) 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 (Indian branch) 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.
- * BHEL reserves rights to place order for tendered quantity on more than one vendor.
- * Intimate your email address or changes, if any, by email to pgoyal@bhelhwr.co.in giving your Vendor Code.
- * 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.
- * As per Govt. of India guidelines, Policies of purchase preference to products & services of central PSEs will be applicable for order value > Rs 5 Crores.

The above terms and conditions supersede the same or similar terms and conditions, if appearing elsewhere in the enquiry or PO.



- * 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 or please contact Sri SC Kandeyang AGM (PPX-Admn) email - candy@bhelhwr.co.in.
- * The enquiries and purchase orders are being sent via email. If you are not receiving the same please inform or contact candy@bhelhwr.co.in.
- * Please resolve your rejections and unexecuted overdue purchase orders immediately which are posted at website.
- * Please confirm that prices quoted are not more than the prices quoted any other BHEL unit.
- * 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.
- * 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, in the event of tenderer and establishing L1 status
- * TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERD UNDER ANY CIRUMSTANCES

GENERAL INSTRUCTIONS FOR INDIGENOUS SUPPLIERS

- * Rate of Excise duty & Sales Tax must be indicated in your offer even if it is inclusive.
- * Where ever the material is being offered in imported & the prices quoted are inclusive or exclusive of CVD, the rate & value of CVD as on date of the offer for each item must be indicated. The offer is liable to be ignored in absence of this information.
- * Please quote your rates on FOR destination basis. However, the insurance will be arranged by BHEL. You can dispatch goods through any Indian Bank Association approved transporters having their branch at Haridwar/destination. For your convenience the names and addresses of transporters approved by IBA & BHEL are posted at our website <http://www.bhelhwr.co.in>. If any bidder still quotes on other than FOR destination basis then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby station, against the enquiry/freight rate available BHEL. Further non-availability of BHEL approved transporter will not be accepted for rescheduling the delivery or waival of penalties.
- * NEGOTIATION OF DOCUMENTS THROUGH BANK: Where the payments are through bank, the documents may be presented for negotiation through any of the following bankers:
 - o CANARA Bank: Branch Code 2225, Railway Road, Haridwar. 249401 (U.A.)
 - o PNB Br. Code 1074 PNB House BHEL Ranipur Haridwar 249403 (U.A.)
 - o SBI Br.Code 0586, BHEL Ranipur Haridwar 249403 (U.A.)
- * 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



- * 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
- * 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.
- * 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.
- * 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).
- * Vendor should quote price and delivery details as per commercial terms & conditions enclosed.
- * BHEL may load maximum penalty under Late Delivery Penalty 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.
- * 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.
- * 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.
- * Any document if identified as "AWAITED" against any of the items above, has to be submitted by the vendor in 4 sets alongwith their offer, for one-time approval by BHEL. Each document must be identified with a unique document no and its revision no.
- * Bank guarantee for Security Deposit should be from one of the BHEL consortium banks (Indian branch) 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 (Indian branch) 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.
- * BHEL reserves rights to place order for tendered quantity on more than one vendor.
- * In case you are not quoting, please send your regret letter positively for our reference.
- * Intimate your email address or changes, if any, by email to pgoyal@bhelhwr.co.in giving your Vendor Code.
- * 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.
- * The above terms and conditions supersede the same or similar terms and conditions, if appearing elsewhere in the enquiry or PO.
- * 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.
- * Please resolve your rejections and unexecuted overdue purchase orders immediately which are posted at website.
- * Please confirm that prices quoted are not more than the prices quoted any other BHEL unit.
- * 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.
- * 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
- * TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERD UNDER ANY CIRUMSTANCES.

SUPPLIER REGISTRATION FORM

The SRF (Supplier Registration Form) duly filled up will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. SRF can be downloaded from www.bhel.com

PART-I EMD & Tender Fee or NSIC Certificate, Pre-qualification and Supplier Registration Form, PART-II containing techno-commercial part will be opened on the date and time specified in the covering letter, in the presence of those vendors, who wish to attend the tender opening.

Offer should be completed in all respect i.e. Part-I, Part-II and Part-III.

BHEL reserves the right to open the price bid (part III) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.



The part-III Price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders whose techno-commercial bid and financial health has been found acceptable.

MARKING OF ENVELOPE

The part-I (the envelope containing drafts for EMD and tender fee or NSIC Certificate, Pre-qualification & supplier registration form), part-II & part-III shall be individually sealed and super scribed as indicated below and shall be enclosed further in the envelope duly sealed and super scribed as "TENDER FOR (ITEM NAME) AGAINST TENDER NO. _____ DUE ON _____ CONTAINING PART-I, PART-II and PART-III OF THIS OFFER.

The following shall be subscribed on the envelopes:

1. PART-I
 1. TENDER NO. AND ITEMS DESCRIPTION
 2. DUE DATE FOR OPENING
 3. EMD AND TENDER FEE or NSIC Certificate Part-I
 4. PRE-QUALIFICATION
 5. SUPPLIER REGISTRATION FORM
2. PART-II
 1. TENDER NO. AND ITEMS DESCRIPTION
 2. DUE DATE FOR OPENING.
 3. "TECHNO-COMMERCIAL BID PART-II"
3. PART-III
 1. TENDER NO. AND ITEMS DESCRIPTION
 2. DUE DATE FOR OPENING
 3. "PRICE BID PART-III"

Envelopes not marked as above are liable to be ignored and will not be opened.

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.

IN CASE VENDORS ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN A LETTER OF REGRET MUST BE SENT IF THEY HAVE COLLECTED THE TENDER DOCUMENTS FROM BHEL.

Purchase Executive

**ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR**

<p>** Payment terms:</p> <p>A) <u>For indigenous supply :</u></p> <ul style="list-style-type: none">➤ 80% of material cost to be paid against dispatch documents through bank and➤ Balance 20% of material cost + commissioning charges (all the services provided at BHEL) will be paid after satisfactory commissioning and submission of PBG of 10% of total order value in BHEL prescribed format from any consortium bank of BHEL Annexure III and valid for full warrantee period. <p>B) <u>For import supply :</u></p> <ul style="list-style-type: none">➤ 80% of FOB value + 100% Sea/ Air freight charges to be paid through 1st L/C against dispatch documents through bank and➤ Balance 20% of FOB value + E&C charges (all the services provided at BHEL) will be paid after satisfactory Commissioning and submission of PBG of 10% of total order value in BHEL prescribed format from any consortium bank of BHEL and valid for full warantee period.➤ <u>Note (for import supply only) :</u><ul style="list-style-type: none">a) 1st L/C for 80% material cost and sea freight charges shall be opened for 3 months i.e. 2 months before dispatch and shall be valid till 1 month after dispatch for negotiation.b) 2nd L/C for 20% of material cost + commissioning charges (all the services provided at BHEL) shall be opened before vendor's E&C personnel starts for BHEL Haridwar.	
<p>** PBG terms:</p> <p>Performance Bank Guarantee to be submitted on the BHEL prescribed format (from BHEL's Consortium bank) equal to the value of 10% of the total contract value (Total contract value Includes Total material cost + packing & forwarding + freight + E&C charges) valid for</p>	



<p>full WARRANTY agreed period. This bank guarantee shall have to be submitted before release of last balance payment.</p>	
<p>** CURRENCY OF PAYMENT: (Euro / Dollar / CHF/ Rs. etc.)</p> <p>For indigenous supply the currency shall be Indian Rupees</p>	
<p>** TAXES :</p> <p>All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.</p>	
<p>** Validity:</p> <p>Validity of the offer should be 120 days from tender opening date.</p>	
<p>** Submission of Bank Guarantee :</p> <p>The performance bank guarantee should be from one of the BHEL consortium banks (annexure-III) and the bank guarantee should be in the proforma as prescribed by BHEL (annexure-IV). The performance bank guarantee as well as the list of consortium banks is displayed at BHEL web-site www.bhelhwr.co.in however, in case the bank guarantee is not from BHEL consortium banks, then the vendor has to confirm bank guarantee on consortium bank and the bank charges are to be borne by the bidder.</p>	
<p>** Late delivery penalty Clause (LD):</p> <p>Penalty for late delivery shall be applicable @ 0.5% per week and part thereof subject to a maximum of 10% of unexecuted portion of the order.</p> <p>For calculating Late Delivery penalty delivery date shall be considered as per following :</p> <p><u>1. Indigenous Suppliers:</u></p> <p>a. Delivery Ex-works:- Date of GR /LR</p>	



<p>b. Delivery FOR vendor works:- Date of GR/LR</p> <p>c. Delivery FOR Destination:- Date of receipt at BHEL Haridwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank)</p> <p>2. Import Supply:</p> <p>a. Delivery FOB / FCA port of discharge:- Date of BL/AWB</p> <p>b. Delivery C&F/CPT port of destination:- Date of AWB/BL</p>	
<p>** Delivery of the equipment:</p> <ul style="list-style-type: none">• Delivery must essentially be C&F Mumbai Sea port for import and FOR BHEL Haridwar for indigenous. Sea freight charges for import and freight charges for indigenous items must essentially be quoted and indicated separately in price bid.• Categorically indicate time period required for delivery of the equipment.• Firm delivery period for the equipment to be stated w.e.f. date of LOI/ Order.• Commissioning & handing over of complete system in weeks.	
<p>** Import Supply:</p> <p>a. Phyto-sanitary Certificate essential for packages (Wooden)</p> <p>b. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.</p>	



<p>** Settlement of Disputes:</p> <ul style="list-style-type: none">• Settlement of disputes through arbitration shall be in accordance with Arbitration Rules of Conciliation and Arbitration of the ICC, Paris. The venue of arbitration shall be Delhi. The courts of Delhi shall have exclusive jurisdiction.• For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.	
<p>** Drawing / data approval :</p> <p>Any drawing / data approval required from BHEL after placement of order shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.</p>	
<p>** Bank Charges: Bank Charges on either side. Or your prices will be loaded suitably</p>	
<p>** Training:</p> <p>Party shall impart training to BHEL staff, for operation & maintenance of the DRO system supplied by them at the works of Supplier/ manufacturer.</p>	
<p>** Documents:</p> <ol style="list-style-type: none">a. Vendor must Supply four sets of Operation, Installation and Commissioning Manual of DRO & Linear Scale.b. Vendor must supply complete bill of material of all the supplied items with details.	
<p>** Delivery Period:</p> <p>Mention the delivery period from the date of PO.</p>	
<p>** Time period for Commissioning:</p> <p>Vendor will have to ensure deputation of their people for commissioning or for attending to any complaint during guarantee period within 7 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.</p>	
<p>** Warranty Certificate:</p> <p>Vendor shall stand warranty for the material supplied and work done for 12 months from the date of successful commissioning of the system on the machine</p>	



or 18 months from the date of dispatch.	
** Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address	
** Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)	
** Participation in Reverse Auction: BHEL may decide to process the case through RA (As per Annexure-V attached). Vendors to give their confirmation for participation in Reverse Auction process.	
** Foreign Suppliers: Dispatching port & Country to be mentioned essentially	
** Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the 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. Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.	
** Force Majeure Clause: a. 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. b. The party claiming to be affected by force majeure	



<p>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>c. 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> <p>d. Evidence for this would be “Force Majeure” certificate issued by chamber of commerce of the concerned country.</p>	
<p>Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry</p>	



ANNEXURE-II

PRICE SCHEDULE

For import supply

Description	Price (in foreign currency)
Basic Price of DRO System For Skoda Make Horizontal Borer and HMT make horizontal borer (as per tech. specification covering all features) (ex-works) Item wise break-up to be submitted as per technical specification Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.	
Packing & Forwarding charges (FOB Charges)	
Sea freight upto Mumbai Seaport or Air Freight upto New Delhi Airport	
Total C&F cost =	
Total Services including E&C, training etc. (price break-up to be indicated against corresponding clauses of technical specification)	
Service Tax on Service charges (as prevailing rate)	
Total Service at BHEL =	



For indigenous supply

Description	Price (in Indian rupees)
Basis Price of DRO System For Skoda Make Horizontal Borer (as per tech. specification covering all features) (ex-works) Item wise break-up to be submitted as per technical specification Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.	
Packing charges:	
Excise duty : @10.3% or prevailing rate	
CST @2% against form 'C' or prevailing rate	
Forwarding charges:	
Freight up to BHEL Haridwar stores:	
Total supply cost at BHEL Haridwar =	
Total services including E&C charges & training etc. (price break-up to be indicated against corresponding clauses of technical specification)	
Service Tax (as prevailing rate)	
Total service charges =	

NOTE :

Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.



- a) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optionals as indicated in specification will not be taken for evaluation.
- b) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- e) Following details shall be provided in separate Annexure.
 - A) Unit prices for variable items.
 - B) Prices for any other OPTIONAL items.
- f) **Excise duty:** Concession forms requirements etc. to be stated wherever applicable.
- g) Transit insurance shall be arranged by BHEL

NOTE:

1. 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 and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelopes. They will also be required to submit copy of un-priced price bid of these impacts in a 3rd sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :

Signature :

Name :

Designation :



Department :

M/s



ANNEXURE-III

LIST OF BHEL CONSORTIUM BANK*

- 1 State Bank of India
- 2 Canara Bank
- 3 Bank of Baroda
- 4 Punjab National Bank
- 5 State Bank of Hyderabad
- 6 State Bank of Travancore
- 7 Corporation bank
- 8 Syndicate Bank
- 9 Indian Bank
- 10 Oriental Bank of Commerce
- 11 UCO bank
- 12 Central bank of India
- 13 IDBI Ltd.
- 14 HDFC Bank Ltd.
- 15 ICICI Bank Ltd.
- 16 Kotak Mahindra Bank ltd
- 17 The Federal bank Limited
- 18 Abn-Amro Bank
- 19 Citi Bank
- 20 HSBC
- 21 Deutsche Bank
- 22 Standard Chartered Bank
- 23 United bank of India
- 24 Vijaya Bank
- 25 Union Bank of India
- 26 Bank of India
- 27 Andhra Bank
- 28 Punjab & Sind Bank
- 29 Axis Bank

** Please check the list of consortium banks on the following web site www.bhelhwr.co.in every time a bank guarantee is executed.



ANNEXURE-IV

WAM-28

Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company) having agreed to exempt----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ----- Made between ----- and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees-----only).

1. We, _____(Indicate the name of the Bank)_____ (hereinafter referred to as 'the Bank') at the request _____(Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs._____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.

2. We, _____(indicate the name of the Bank)_____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____(indicate the name of the Bank)_____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____



_____ we shall be discharged from all the liability under this guarantee thereafter.

5. We, _____(indicate the name of the Bank)_____ further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We, _____(indicate the name of the bank)_____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____(indicate the name of the bank)_____