



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - FOSSIL BOILERS
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

PHONE :0431-2577938
GRAMS : BHARATELEC
FAX NO: 0431-2520719
E-mail: tvenkat@bheltry.co.in
Web:

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Enquiry No	Enquiry Date	Due Date for Quotation
2681700026 - 79	25.11.2017	22.12.2017
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. Bid should be submitted in two parts. 1.Techno-commercial bid (Part-I) and 2.Price bid(Part-II) in a separate sealed cover and both covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date & Enq. Due date must be written on all three covers.		

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	FUMES EXTRACTION SYSTEM FOR 20 TORCH MPM DESIGN,SUPPLY,INSTALLATION AND COMMISSIONING OF FUMES EXTRACTION SYSTEM WITH ACCESSORIES FOR 20 TORCH MPMS-2 NOS /BAY 1 AND 2 /BUILDING 107 AS PER THE FOLLOWING DATA AND SPECIFICATIONS. AS PER THE QUALIFYING CRITERIA - PART A AND SPECIFICATION - PART B AND REFERENCE LAYOUT	NO	2.000	2.00	26.02.18

General Note:

1. Please submit your detailed offer in two part bid system i.e Part-I. Technical bid + Checklist (Annexure-A) + Unpriced bid indicating taxes & duties (Annexure-B) in a sealed cover, super scribing on the cover as "TECHNICAL & COMMERCIAL BID / PART-I"

Part-II. Priced offer in another separate sealed cover super scribing on the cover as "PRICE BID / PART-II"

Both the covers shall be duly super-scribed with tender reference and due date of opening. These covers shall be put in a single cover duly super-scribed with tender reference and due date of opening and addressed to us.

2. Point-to-point confirmation to BHEL's specification and commercial terms & conditions shall be provided. The supplier must fill and send all the Annexures as indicated in the list of attachments. Annexure-A & Annexure-B (with taxes and duties, without indicating prices) should be filled and submitted along with the technical bid, else your offer is liable for rejection.

3. Offers with validity of less than 120 days and non-acceptance of LD & RP clause and Reverse Auction will lead to rejection of submitted offer.

4. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working day.

The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

VIGILANCE AWARENESS WEEK

30th OCT to 4th NOV 2017

FOR VIGILANCE RELATED COMPLAINTS,

CONTACT SDGM/VIGILANCE & DGM/VIGILANCE

PHONE:0431-2577552,2577636,2577985

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE
(FOSSIL BOILERS)

Yours faithfully,
MAYANK SRIVASTAVA

Senior Engineer
MM / Services / WC
BHEL, TRICHY - 620 014.

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E-mail: tvenkat@bheltry.co.in
Web:

2681700026 / 25.11.2017

23505

5. All clarifications may be sought at least ten days prior to tender due date, from the undersigned with due written request.
6. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed price bid, which will be decided after technical and commercial evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions (Annexure-A/Point No.19)
7. Order shall be placed on single vendor on cumulative L1 basis for total package.
8. BHEL will consider MSE vendor as per Government guidelines.
9. Vendors are requested to avoid the following points while submitting the Bid Documents:
 - a. Loose or spiral bound bid documents are not encouraged.
 - b. In case of any corrections/overwriting in the tender documents, the same shall be duly attested by the bid submitter.
10. Corrigendum if any, with respect to this tender will be hosted only in the website <http://www.bhel.com> or <http://tenders.gov.in>. You are requested to visit the website regularly for updates.
11. List of Attachments:
 - a. Qualifying Criteria: PART-A
 - b. Technical Specification: PART-B
 - c. Commercial Terms & Conditions: Annexure-A1 & A2.
 - d. Price Bid Format: Annexure-B
 - e. CA certificate for MSE vendors: Annexure-C.
 - f. Terms & Conditions for Indian Agent: Annexure-D.

All the tenders may be addressed to the following address:

The Tender Opening Cell / MM
Room No: 26, Building 24, Ground Floor
Bharat Heavy Electricals Limited
TIRUCHIRAPALLI 620014

In case personal delivery of the offer, it shall be dropped into the respective box kept in Room No: 26, after duly entering the data in the system.

Offers will be accepted only up to 14.00 Hrs on the due date. Therefore, vendors shall ensure to submit the offers well before this time. All due date extension requirements should be addressed to the respective Purchase mail IDs. All the due date extension requests from vendors will be considered only up to 48 hours before the due date and time.

The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

VIGILANCE AWARENESS WEEK
30th OCT to 4th NOV 2017
FOR VIGILANCE RELATED COMPLAINTS,
CONTACT SDGM/VIGILANCE & DGM/VIGILANCE
PHONE:0431-2577552,2577636,2577985

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,
Senior Engineer
MM / Services / WC
BHEL, TRICHY - 620 014



429-002/A

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Vendors are requested to avoid submission of offers through e mail / fax. In case of any unavoidable situation, offers shall be sent through e mail to the following mail ID only
 tender_cell@bheltry.co.in.

As tenders are being opened by Common Tender Opening Cell, offer covers should be sealed with tenderer's distinctive seal and super scribed with correct Tender No. item of supply and due date of opening.

The offers will be opened at 14.30 hrs on the due date of the tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

The supplier shall submit EI/EI forms to BHEL time to time as indicated by the BHEL and in case of inordinate delay in issuing EI/EI forms, then BHEL reserves the right to deduct 5% of the value of the supplied items against which EI/EI forms pending to be issued

Enclosures:

"LD clause has to be confirmed without fail."

The offers should reach us 30 minutes before the time of opening of tenders.
 The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

VIGILANCE AWARENESS WEEK**30th OCT to 4th NOV 2017****FOR VIGILANCE RELATED COMPLAINTS,****CONTACT SDGM/VIGILANCE & DGM/VIGILANCE****PHONE:0431-2577552,2577636,2577985**

Yours faithfully,
 For **BHARAT HEAVY ELECTRICALS LIMITED**


 MANAGER / PURCHASE
 (FOSSIL BOILERS)
 Yours faithfully,

MAY 2017
 SDGM / VIGILANCE
 BHEL, TRICHY - 620 014.

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI
CAPITAL PURCHASE

Annexure-A1

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE FOREIGN VENDORS.

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed, BHEL reserves the right to reject such offer)

CHECK-LIST FOR FOREIGN VENDORS

SI No	DESCRIPTION
1.	The Bidders shall submit their offer in TWO INNER ENVELOPES as indicated below which shall be sealed in one outer envelope. ❖ Envelope I: This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "Part I - Technical and commercial bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder. ❖ Envelope II: This sealed envelope should contain Price Details. This envelope should be clearly marked "Part II - Price bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder. This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I. All the two envelopes (Part I&II) shall be put in one cover, duly sealed, super scribing as "Part I and Part II of Enquiry No., Due date of opening" and the address and reference of the Bidder. The offer received without the above guidelines, will not be considered for opening. Offers will be accepted & received till 14.00 Hr. on the due date. Therefore Vendors shall ensure to submit the offers before this time. Late offers will not be considered. The Tenders should be addressed to the following address to The Tender Opening Cell/MM Room No-26 , Building – 24 , Ground Floor Bharat Heavy Electrical Limited Tiruchirapalli - 620014. In case personal delivery of the offer, it shall be dropped into the respective box after duly entering the data in the system kept in Room No 26. Vendors are requested to avoid submission of offers thro email / fax. In case of any unavoidable situation, offers shall be sent thro email to the following mail ID only "tender_cell@bheltry.co.in " As such Tenders are being opened by Common Tender opening Cell , offer covers should be sealed with tender's distinctive seal and super scribed with correct Tender NO, item of supply and due date of Opening. Tenders should be free from CORRECTIONS AND ERASURES. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail. Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered.
2.	<u>OPENING OF TENDERS :</u> The Part I- Technical & commercial bid would be opened on the Tender opening date. The Part II - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - price bid.
3.	<u>Taxes and Duties</u> All Taxes, Duties etc. as required to be paid in the country of export shall be included in the price quoted by the foreign vendor. All duties (like customs duty etc.) payable in India will be paid by BHEL (however, the same would be loaded to the offer during our evaluation process). For the supplies made from India taxes & duties payable shall be clearly mentioned in the offer, failing which such taxes and duties shall have to be borne by the vendor. Income Tax applicable: Any service charges payable towards supervision of E&C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. The TDS certificate will be issued after 3 months from the date of E&C payment.
4.	<u>Currency of payment:</u> Indian bidders should submit the prices only in Indian Rupees. Foreign vendors should indicate the currency like Euro (€) / US\$ / GBP / JY etc. which should be clearly indicated in the un-priced commercial bid as well as in the price bid. In case the foreign vendor sources some components from India for direct supply to BHEL, the payment for those components shall only be in Indian Rupees.

No row shall be left blank. Please indicate NA, in case the item is "Not Applicable"		Vendor's confirmation
5.	Validity: Validity of the offer should be 120 days from the date of tender opening.	
6.	Release of Purchase Order: - Purchase Orders will be released on respective L-1 vendor for each line item wise. - Separate orders for supply & service will be released on the successful L-1 vendor item wise. (Service order released only in the case of, Installation / erection / commissioning portion are applicable on tender scope & quoted separate charge for same by vendor).	
7.	Payment Terms: Supply Portion: BHEL Payment term is 80% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account. Balance 20% will be paid thru TT within 45-90 days after Minutes of Meeting for E&C shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators etc. as envisaged in PO against submission of PBG for 10% of total order value for 18 months period. Erection & Commissioning Portion (if applicable only): 100% of the Erection / commissioning charges (in case contract involves erection/commissioning) shall be paid only on completion of such erection / commissioning at BHEL thru TT payment. Any deviation in the above payment term will attract loading as mentioned below. 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 relaxation sought by bidders. - In the case of Usance LCs the loading will be considered @ 1.5% on the offered Value. - For LC at sight the loading will be considered @ 3.5% on the offered Value. - Normally CAD at sight and Confirmed LCs are liable for rejection.	
8.	Payment Terms for Indian agent: Indian Agency Commission, if any, shall be clearly specified in the offer and the same will be paid in Indian Rupees against acceptance of the materials.	
9.	Liquidated Damages (LD): The delivery of the goods specified in the purchase order should be made within the prescribed time. LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value in supply subject to a maximum of 10% of total PO value The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). (For the purpose of Imposing LD, the delivery (B/L date) shall be considered.)	
10.	Risk Purchase: Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
11.	Delivery Terms and Evaluation process: Bidders are required to quote their best delivery period. Foreign vendors should quote for delivery on CFR/ CIF (Chennai Sea Port / Airport (as the case may be) with detailed price breakup for ocean freight/air freight etc. Also kindly note the followings in case of containerised shipment: 1. Place of delivery INTVT6 – CONCOR ICD should be clearly specified in the Bill of Lading. 2. 14 free days for Container Detention is applicable & same to be endorsed in Bill of Lading. The bidder has to quote charges for 'Supply' and 'Erection & Commissioning' separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL). For evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part - I in case of Two Part Bid) shall be considered. Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL)	
12.	If offers are received from both OEM/ Manufacturer and authorized Dealer/ Agent, then offer submitted by OEM/Manufacturer will only be considered, offer of Dealer/ Agent will be ignored.	
13.	Guarantee: Vendors shall provide a guarantee for a period of 12 months from the date of commissioning of the equipment or 18 months from date of supply, whichever is earlier. The date of B/L or AWB shall be taken as the date of supply. Normally No deviation permitted and the deviated offers are liable for rejection.	
14.	Short shipment / Warranty replacement: In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on DDP - Incoterms 2012 basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. Warranty Replacements during Guarantee period at supplier's cost on DDP - Incoterms 2012 basis.	

15.	Performance Bank Guarantee (PBG): The Bidder, in the event of an order, should furnish a Bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a proforma prescribed by BHEL, along with the order, for an amount equivalent to 10% (Ten percent) of the value of the contract. The PBG shall be valid for period of 18 months from the date of despatch or 12 months from the date of receipt / acceptance / commissioning of the equipment at BHEL, Trichy whichever is more, with a claim period of two months. The Performance Bank Guarantee shall be obtained from any one of the following banks which is a member bank in our consortium of banks. LIST OF CONSORTIUM BANKS 1. DEUTSCHE BANK 2.HDFC BANK 3.ANZ GRINDLAYS BANK 4.CITI BANK 5.STANDARD CHARTERED BANK 6.BANK OF AMERICA 7.ABN AMRO BANK 8.IDBI LTD 9.ICICI BANK LTD 10.THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD. LIST OF NATIONALISED BANKS 1.ALLAHABAD BANK 2.ANDHRA BANK 3.BANK OF INDIA 4.BANK OF BARODA 5.BANK OF MAHARASTRA 6.BHARATH OVERSEAS BANK 7.CANARA BANK 8.CENTRAL BANK OF INDIA 9.CORPORATION BANK 10.DENA BANK 11.INDIAN BANK 12.INDIAN OVERSEAS BANK 13.OREINTAL BANK OF COMMERCE 14.PUNJAB NATIONAL BANK 15.PUNJAB & SIND BANK 16.STATE BANK OF INDIA 17.STATE BANK OF TRAVANCORE 18.STATE BANK OF MYSORE 19.STATE BANK OF BIKANER & JAIPUR 20.STATE BANK OF HYDERABAD 21.STATE BANK OF PATIALA 22.STATE BANK OF MAHARASTRA 23.STATE BANK OF SOURASTRA(SBI-13.09.08) 24.SYNDICATE BANK 25.UCO BANK 26.UNION BANK OF INDIA 27.UNITED BANK OF INDIA 28.VIJAYA BANK <u>If PBG is issued by a Foreign counter part of the BHEL consortium Indian Bank, in case of claim against the PBG, it will be lodged in any one of the Indian counters of the Foreign Bank which issued the PBG.</u> <u>All bank charges incurred in India and outside India on account of issuance of CEBG and PBG will have to be borne by the foreign vendor.</u> Normally No deviation permitted and the deviated offers are liable for rejection.	
16.	Inspection & Testing: All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL stores or at any other place in India indicated by BHEL as the case may be. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch however, final inspection and acceptance of the machine will be carried after installation of the machine at BHEL, Trichy.	
17.	Test certificates / Operating and Maintenance manuals: The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost	
18.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
19.	Reverse Auction (RA): 1. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Techno-commercially acceptable Bidders shall only be eligible to participate in the Reverse Auction. 2. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). 3. The bidders have to necessarily submit online sealed bid less than or equal to their sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.	
20.	➤ Prices shall be quoted item wise only as per the model format enclosed. An unpriced copy shall be submitted along with technical bid where in the applicable Taxes and Duties Shall be clearly specified ➤ Equipment offered shall be "New". Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for further processing. ➤ Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. Prices shall be written in words and figures. In the event of difference, the	

	price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price. ➤ The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.	
	➤ BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units. ➤ BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL. ➤ All Equipments / Services including concern Personal for carrying out the erection and commissioning of the Equipment shall be arranged by the vendor. If any Services is availed from BHEL, it is only on chargeable basis unless otherwise specified. ➤ The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost	
21.	Company Details & Contact	
	Full Address of the company:	
	Company Email ID:	
	Phone No.:	
	Name of the contact person:	
	Mobile No.:	
	e-mail ID	
22.	TO BE CONFIRMED BY VENDOR	
	Country of origin:	
	Station of dispatch/Port Of Shipment	
	Delivery Terms (FOR Destination or CIF/ CFR Chennai as per clause 11)	
23.	Price break-up details like FOB price, ocean freight/air freight etc., should be indicated in the offer.	
24.	Delivery from the date of Letter of Intent / Purchase Order. (This should be inclusive of Order acceptance, drawing approval and time period required for dispatch (B/L or AWB date) etc., Period for completion of the Erection & Commissioning work at BHEL shall be clearly specified in the offer (if available in enquiry scope only).	
25.	Weight & Cubage of package: Approximate Net weight of the total consignment: Approximate Gross weight of the total consignment: Approximate volume of the total consignment:	
For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail < akumar@bheltry.co.in >		

NOTE:-

- a) Your specific acceptance to our Payment terms, LD, Risk Purchase Clause, RA and 10% PBG are essential for consideration of your offer. Otherwise your offer is liable for rejection.
- b) No row shall be left blank. Please indicate NA, in case the item is "Not Applicable"

Declaration:-

We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

(AFFIX OFFICIAL SEAL HERE)

Signature with date:

Name:

Designation:

Department:

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI
CAPITAL PURCHASE

Annexure-A2

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE INDIGENOUS VENDORS.

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed, BHEL reserves the right to reject such offer)

CHECK-LIST FOR INDIAN VENDORS

Sl. No.	DESCRIPTION
1.	The Bidders shall submit their offer in TWO INNER ENVELOPES as indicated below which shall be sealed in one outer envelope. ❖ Envelope I: This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "Part I - Technical and commercial bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder. ❖ Envelope II: This sealed envelope should contain Price Details. This envelope should be clearly marked "Part II - Price bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder. This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I. All the two envelopes (Part I&II) shall be put in one cover, duly sealed, super scribing as "Part I and Part II of Enquiry No., Due date of opening" and the address and reference of the Bidder. The offer received without the above guidelines, will not be considered for opening. Offers will be accepted & received till 14.00 Hr. on the due date. Therefore Vendors shall ensure to submit the offers before this time. Late offers will not be considered. The Tenders should be addressed to the following address to The Tender Opening Cell/MM Room No-26 , Building – 24 , Ground Floor Bharat Heavy Electrical Limited Tiruchirapalli - 620014. In case personal delivery of the offer, it shall be dropped into the respective box after duly entering the data in the system kept in Room No 26. Vendors are requested to avoid submission of offers thro email / fax. In case of any unavoidable situation, offers shall be sent thro email to the following mail ID only " tender_cell@bheltry.co.in" As such Tenders are being opened by Common Tender opening Cell , offer covers should be sealed with tender's distinctive seal and super scribed with correct Tender NO, item of supply and due date of Opening Tenders should be free from CORRECTIONS AND ERASURES. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail. Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered.
2.	<u>OPENING OF TENDERS</u> The Part I- Technical & commercial bid would be opened on the Tender opening date. The Part II - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - price bid.
3.	<u>Taxes and Duties</u> All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Service Tax Registration No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.
4.	<u>Special Provisions for Micro and Small Enterprises (MSE)</u> 1. 20% of the tendered quantity is earmarked for MSE suppliers in this tender. 2. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. 3. In case MSE vendor participating in the tender quotes within the price band of L1+15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately. 4. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II (Entrepreneur Memorandum Part II) certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per Annexure - C) applicable for the relevant financial year (latest audited), certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Offer/s received without these documents will lead to consideration of their offer at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier.

No row shall be left blank. Please indicate NA, in case the item is "Not Applicable"	Vendor's confirmation
5. Validity: Validity of the offer should be 120 days from the date of tender opening.	
6. Release of Purchase Order: ➤ Purchase Orders will be released on respective L-1 vendor for each line item wise. ➤ Separate orders for supply & service will be released on the successful L-1 vendor on item wise. (Service order released only in the case of, Installation / erection / commissioning portion are applicable on tender scope & quoted separate charge for same by vendor).	
7. Payment Terms for supply Portion: a) 80% of payment will be released after receipt & acceptance of supplied material. b) Balance 20% of payment will be released within 45-90 days after receipt, acceptance & commissioning of supply materials against submission of 10% PBG for a Warrantee period of 18 Months.	
Installation & Commissioning Portion (if applicable only): 100% of the installation / commissioning charges (in case contract involves erection / installation / commissioning) shall be paid only on completion of such erection / commissioning at BHEL, Tiruchirappalli.	
Any deviation in the above payment term will attract loading as mentioned below. *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 relaxation sought by bidders.	
8. Performance Bank Guarantee (PBG): The bidder in the event of an order, should furnish a Bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a format prescribed by BHEL, along with the order, for an amount equivalent to 10% (Ten percent) of the value of the contract. The PBG shall be valid for a period of 18 months from the date of despatch or 12 months from the date of receipt / acceptance / commissioning of equipment at BHEL, Tiruchirappalli whichever is more, with a claim period of two months. The Performance Bank Guarantee shall be obtained from any one of the following banks which is a member bank in our consortium of Banks: List of Consortium Banks DEUTSCHE BANK, HDFC BANK, ANZ GRINDLAYS BANK, CITI BANK, STANDARD CHARTERED BANK, BANK OF AMERICA, ABN AMRO BANK, IDBI LTD, ICICI BANK LTD, THE HONGKONG & SHANGHAI BANKING CORPORATION LTD. List of Nationalised Banks ALLAHABAD BANK, ANDHRA BANK, BANK OF INDIA, BANK OF BARODA, BANK OF MAHARASTHRA, BHARAT OVERSEAS BANK, CANARA BANK, CENTRAL BANK OF INDIA, CORORATION BANK, DENA BANK, INDIAN BANK, INDIAN OVERSEAS BANK, ORIENTAL BANK OF COMMERCE, PUNJAB NATIONAL BANK, PUNJAB & SINDH BANK, STATE BANK OF INDIA, STATE BANK OF TRAVANCORE, STATE BANK OF MYSORE, STATE BANK OF BIKANER & JAIPUR, STATE BANK OF HYDERABAD, STATE BANK OF PATIALA, STATE BANK OF MAHARASTHRA, STATE BANK OF SOURASTHRA (SBI-13.09.08), SYNDICATE BANK, UCO BANK, UNION BANK OF INDIA, UNITED BANK INDIA, VIJAYA BANK. If PBG is issued by foreign counter part of the BHEL consortium Indian Bank, in case of claim against the PBG, it will be lodge in any one of the Indian counters of the Foreign Bank which issued the PBG.	
9. Liquidated Damages (LD): The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. Where the seller supplies or dispatches the goods, beyond the delivery period Liquidated damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value. Detail of LD mode are shown below Single Delivery Date (Material Dispatched after Due date) Once the delivery due date is crossed, bills have to be clubbed till final despatch and forwarded for processing of payment as a single bunch. LD percentage will be calculated from Delivery due date to final despatch date. (100% Order should be completed for processing the bill) Staggered Delivery LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value. PO Pending value (each Bill Value) up to Max 10 % of Total PO value) <i>Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). For the purpose of Imposing LD, the FOB delivery (B/L date) shall be considered. Bidder should indicate the LD mode (single delivery or staggered delivery) on the confirmation column, otherwise single delivery date will be considered for further evaluation</i>	
10. Risk Purchase: Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
11. Delivery Terms and evaluation process: Indian Bidders should submit their offer for FOR-BHEL, Tiruchirappalli basis . Packing & Forwarding and Freight & Insurance charges from works to BHEL, Tiruchirappalli to be indicated separately if extra from basic rate. Applicable % of ED & Sales Tax, Commissioning Charges should be clearly indicated. Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL-Trichy).	

Bharat Heavy Electricals Limited TIRUCHIRAPPALLI/CAPITAL PURCHASE**Annexure-A2**

12.	Guarantee: Vendors shall provide a guarantee for a period of 12 months from the date of commissioning of the equipment or 18 months from date of supply, whichever is earlier. The date of B/L or AWB shall be taken as the date of supply. <u>Offers from vendors not accepting the requested guarantee period will be rejected.</u>	
13.	Short shipment / Warranty replacement: In case of any short shipment in the main equipment / spares, customs duty levied on such supplies, shall be borne by the supplier. Any warranty replacement during the warranty period shall be on FOR-BHEL, Tiruchirappalli basis.	
14.	Inspection & Testing: All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL stores or at any other place in India indicated by BHEL as the case may be. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch however, final inspection and acceptance of the machine will be carried after installation of the machine at BHEL, Tiruchirappalli.	
15.	Test certificates / Operating and Maintenance manuals : The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.	
16.	Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of Goods to Site/Stores with Consignee copy attached. In this case Loading will be 3% on the offered value. Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection.	
17.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
18.	If offers are received from both OEM/ Manufacturer and authorized Dealer or Agent, then offer submitted by OEM/ Manufacturer will only be considered, offer of Dealer or Agent will be ignored.	
19.	Reverse Auction (RA): 1. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Techno-commercially acceptable Bidders shall only be eligible to participate in the Reverse Auction. 2. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). 3. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. 4. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). 5. As a reminder to the bidders, system will flash following message (in RED Colour) during the course of 'online sealed bid' - "Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL". 6. BHEL shall engage the services of a Service Provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDDING through Internet, at NO extra-cost to the Bidders. Eligible Bidders shall be informed in writing, about the details of Service Provider, to enable Vendors to contact the Service Provider and get trained. Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. shall also be communicated through the Service Provider for compliance by Bidders. 7. BHEL shall provide the calculation sheet through the Service Provider, which shall be helpful to arrive at "TOTAL COST to BHEL", like Packing and Forwarding Charges, Taxes and Duties, Freight Charges, Insurance, Service Tax and other loading factors (for non-compliance to BHEL Standard Commercial Terms and Conditions), for each of the Bidder, to enable them to fill in the price and keep it ready for inputting data during the RA. 8. Successful bidder shall be required to submit the final prices (L1) in prescribed format for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition to the Service Provider, within 2 working days of RA without fail. 9. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com). 10. 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 results of the RA scrapped / aborted. 11. In case BHEL decided to go for Reverse auction, the H-1 bidder(s) (whose quote is highest in the online sealed bid) may not be allowed to participate in further Reverse Auction.	
20.	ARBITRATION: All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirappalli as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of Contract.	

21.	➤ Point to point confirmation for the Technical Specification enclosed to be provided. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specifications will be liable for rejection. If needed additional sheets shall be used. ➤ Equipment offered shall be "New". Re-built / Re-conditioned / Used equipment's will not be accepted. Incomplete offers will not be considered for further processing. ➤ BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units. ➤ BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL. ➤ The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost ➤ The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.																																		
22.	Company Details & Contact <table border="1"> <tr> <td>Full Address of the company for future correspondence / placing order. (Copy of address proof & PAN card shall be attached along with Part-I)</td> <td colspan="3"></td> </tr> <tr> <td>Company Email ID:</td> <td></td> <td>Phone No.:</td> <td></td> </tr> <tr> <td>Fax No</td> <td></td> <td>Pan No with copy</td> <td></td> </tr> <tr> <td>GSTIN No</td> <td></td> <td>HSN Code</td> <td></td> </tr> <tr> <td>Name of the contact person:</td> <td></td> <td>Mobile No.:</td> <td></td> </tr> <tr> <td>e-mail ID</td> <td></td> <td>SAC Code</td> <td></td> </tr> </table>			Full Address of the company for future correspondence / placing order. (Copy of address proof & PAN card shall be attached along with Part-I)				Company Email ID:		Phone No.:		Fax No		Pan No with copy		GSTIN No		HSN Code		Name of the contact person:		Mobile No.:		e-mail ID		SAC Code									
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23.	TO BE CONFIRMED BY VENDOR <table border="1"> <tr> <td>Country of origin:</td> <td colspan="3"></td> </tr> <tr> <td>Station of dispatch / Port Of Shipment</td> <td colspan="3"></td> </tr> <tr> <td>Delivery Terms: FOR Destination basis</td> <td colspan="3"></td> </tr> <tr> <td>Packing & Forwarding Charges in % or Lump sum, if extra from basic rate</td> <td colspan="3"></td> </tr> <tr> <td>% of GST</td> <td colspan="3"></td> </tr> <tr> <td>(If applicable only) Installation & Commissioning charge is inclusive (or) exclusive on basic rate.</td> <td colspan="3"></td> </tr> <tr> <td>GST % (Service Portion) extra or Not</td> <td colspan="3"></td> </tr> <tr> <td>Freight & Transit insurance charges (if any, in Lumpsum (or) percentage) from Dispatching station to BHEL Tiruchirappalli.</td> <td colspan="3"></td> </tr> </table>			Country of origin:				Station of dispatch / Port Of Shipment				Delivery Terms: FOR Destination basis				Packing & Forwarding Charges in % or Lump sum, if extra from basic rate				% of GST				(If applicable only) Installation & Commissioning charge is inclusive (or) exclusive on basic rate.				GST % (Service Portion) extra or Not				Freight & Transit insurance charges (if any, in Lumpsum (or) percentage) from Dispatching station to BHEL Tiruchirappalli.			
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24.	DELIVERY SCHEDULE: Supply Portion: Delivery schedule from the date of Letter of Intent / Purchase Order. (This should be inclusive of Order acceptance, drawing approval and time period required for receiving goods at BHEL Trichy etc.) <table border="1"> <tr> <td>Time period required for Installation / Erection & Commissioning from date of site clearance given by BHEL, Trichy.</td> <td></td> </tr> </table>			Time period required for Installation / Erection & Commissioning from date of site clearance given by BHEL, Trichy.																															
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25.	Weight & Cubage of package: Approximate Net weight of the total consignment: Approximate Gross weight of the total consignment: Approximate volume of the total consignment:																																		
For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail <akumar@bheltry.co.in>																																			

NOTE:-

- a) Your specific acceptances to our Payment terms, LD, Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.
- b) No row shall be left blank. Please indicate NA, in case the item is "Not Applicable"

Declaration:-

We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

(AFFIX OFFICIAL SEAL HERE)

Signature with date:

Name:

Designation:

Department:

(Please Affix Your Signature with Seal on Each Page)

Scope of the Enquiry : Design, Manufacture , Supply and E & C of Fumes Extraction System for 20 Torch Panel Welding M / Cs				
Model Price Bid Format for Total Qty : 2 Nos (Annexure - B)				
Suppliers may choose either T or T1 either in Foreign currency or in Indian Rs . This Price Bid Format (in Duly filled, signed and stamped condition) is to necessarily attached in the offer in EPS.		FOREIGN CURRENCY (EURO / GPB / US \$ /Yen etc)	INDIAN CURRENCY (Rs)	% of Price break Up
A	Design Manufacture & Supply of Major components (Import) of Four designated OEMS. Four OEMs are 1. Noderman, 2. Donaldson, 3. Flakt (Formerly known as Denco Happel) and 4. Kemper. Other equivalent makes meeting the BHEL specification are also acceptable.	X	X1	%
	PO will be executed on OEM Supplier/ OEM Authorised Indian agent (representatives / associate / consultant, or by whatever name called) (Duties & Taxes as applicable)			
B	Design, Manufacture & Supply of Sub components, Ducting , Solenoid Valves etc (Indigenous) with Delivery BHEL / Trichy Stores FOR basis	Y	Y1	%
	PO will be executed on Indian Agency approved by the OEM only (Taxes as applicable)			
C	Intallation, E & C (Service Contract basis)	Z	Z1	%
	PO will be executed on Indian Agency approved by the OEM only (Taxes as applicable)			
Total (A+B+C)		T	T1	100%
For Foreign Bidders				
	Ex-Works value.			
	Type of Incoterms (CIF / CFR)			
	Packing & Forwarding charges, if Extra			
	Approximate Freight Charges (Freight charges to Chennai Port)			
	Approximate Transit Insurance Charges in Currency			
	Chennai Airport/ Seaport Value in Currency			
	Erection & Commissioning charge in currency			
	Service tax for E&C			
	Approximate Net weight of the total consignment			
	Approximate Gross weight of the total consignment			
	Dimensions of the Consignment			
For India Bidders				
	Packing & Forwarding charges (if any) in percentage (or) Lump sum			
	FOR Dispatching station value in Rs.			
	Percentage of Freight & Transit insurance charges, if any Lumpsum or % (Freight & Insurance charges from Dispatching station to HPBP-BHEL, Trichy).			
	Approximate Net weight of the total consignment			
	Approximate Gross weight of the total consignment			
	Approximate Dimensions of the Consignment			
Note:				
1) Y & Z are to be converted by the Supplier in Foreign currency for the Indian Rs. value of Y1 & Z1, by considering the Exchange Selling rate on the date of offer submission.				
2) X1 will be derived in Indian Rs. by Purchase dept during Comparative statement preparation for L-1 evaluation by considering the Technical bid opening date's Exchange selling Rate.				
3) All applicable Taxes /Duties etc. as of now are to be clearly indicated for each Categories of A, B & C.				

Vendor's Signature & Seal

Certificate by Chartered Accountant

This is to Certify that M/s.
hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006,
Entrepreneur Memorandum No (Part - II)
dtd:.....
Category :.....(Micro / Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company
as on date as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e.
original cost excluding land and building and the items specified by the
Ministry of Small Scale Industries vide its notification No.5.0.1722(E) dated
October 5, 2006:

Rs.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding
land and building and furniture, fittings and other items not directly related
to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.....Lacs

The above investment of Rs..... Lacs is within permissible limit of
Rs.....Lacs for Micro / Small (Strike off which is not applicable) Category under
MSMED Act 2006.

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant

ANNEXURE – D

TERMS AND CONDITIONS OF THE ENQUIRY FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
2. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
3. If the offer is submitted by Agents, duly signed agency agreement shall be submitted along with the offer in Techno-Commercial bid. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
4. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
5. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
6. The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services will be checked by BHEL, before opening of price bids. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.
7. The responsibility for successful execution of the contract lies with the OEM/ foreign principal.
8. Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item in the same tender. If offer is received by both Indian agent and Principal/OEM, then the offer from Principal/OEM only will be considered.
9. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM for the same item. If an agent submits bid on behalf of more than one Principal/OEM for a single item, his offer will be completely rejected for the concerned item.