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### **1.INSTRUCTIONS FOR SUBMISSION OF TENDER**

1. The offer against the enquiry shall be submitted in two parts. The first part called Techno-commercial bid i.e. Part - A shall be un-priced and will be submitted in line with given details in commercial terms and conditions. The second part called Price-Bid i.e. Part-B, in this you will have to mention load testing charges, taxes duties etc for basic equipment.
2. The vendors shall submit Part-A and Part-B of their bids in two different sealed envelopes duly super-scribing Enquiry No. and Part No. of the bid. These two parts of the bid shall be kept together in a third envelope super-scribing Enquiry No., due date and time of opening as indicated in the tender document.
3. Part-A of the bid alone shall be opened on the due date in presence of the bidders in the first instance. This part of the bid shall be examined in detail. Part B of the bid shall be opened only for such of the bidders whose Techno-Commercial offers are found acceptable by BHEL. Such bidders shall be advised the date and time of opening of Part B i.e. price part of their bids. Bidders must carefully go through all the instructions and conditions before filling in Part B of the bid. Any type of mistake in submission of the bids will make the tender liable for rejection.
4. The bids shall be submitted only in the format given in the tender documents. The bidder is required to sign and stamp each and every page of the tender document clearly bring out deviations, if any.
5. Tenders not complying with the above and other requirements of the tender shall be liable for rejection. bidders are advised to read all the documents carefully before submission of the bids and ensure the fulfillments of all the technical and commercial parameters.
6. No over-writing in any Part-A or Part-B is permitted. Corrections in the bid should normally be avoided. However, when these become essential, bidder shall score out the incorrect information and put the correct information duly endorsing each correction with his signatures.
7. Tender Cost is to submitted in the Form of DD in favour of BHEL-Jhansi payable at Jhansi along with Techno –Commercial offer. This DD should not be kept in Sealed Price Bid.
8. The tender cost shall be non refundable. Vendors down loading the tender documents through BHEL website [www.bhel.com](http://www.bhel.com) are to send the cost of tender in a separate envelop to consider their offer in the form of DD in favour of BHEL Jhansi or can be collected personally from MM deptt. after submitting the tender cost.

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## **2.COMMERCIAL TERMS & CONDITIONS FOR PURCHASE ENQUIRY**

1. Offer is invited in two bids, outer cover, inner cover-I (Techno-Commercial bid) and inner cover II (Price-Bid) must bear our tender no., due date and bidders name. Offers received in single bid will be bypassed.
2. The offer should reach this office on or before 13.15 hrs on the due date. The tender can also be dropped in the Tender Box kept at Administrative Building Gate. The tenders will be opened after 1400 hrs on the due date in presence of all bidders who will be present.
3. Offer should be free from overwriting or erasures. Corrections or additions, if any should be attested.
4. No enhancement of rate for whatever cause is allowed once the offer is accepted and the order is placed. Withdrawal from the quotation after it is accepted or failure to make the supply within the scheduled period will entail cancellation of order, forfeiture of Security deposit if any and/or imposition of risk & cost purchase.
5. Load testing shall be strictly to our specifications / drawings or to the specifications in the drawings. Any deviation must be clearly stated in the offer with particular clause /detail in our specification / drawing for which deviation is quoted. All required documents / details e.g. QA Plan, type TCs, drawings & data sheet etc. must be submitted along with the offer.
6. Irrespective of whether it is mentioned in our specification, all machines / equipments are required to be calibrated in metric units and certificates must be issued where applicable.
7. Work test certificates / inspection certificates / compliance certificate, etc. will be required to be submitted along with supplies in case an order is placed.
8. Minimum required delivery time for affecting supplies should be indicated in the offer.
9. Failure to supply by the time specified on the order will make the supplier liable to pay unconditional late delivery (LD) charges of 0.5% of the prices of goods in arrear per week subject to a maximum of 10% of the basic order value unless agreed otherwise. If this LD clause is not accepted than price will be loaded by max 10% or %age deviation from the range of 10% on their prices (FOB for imported and ex factory for indigenous offer).If the vendor does not accept above than their offer is likely to be ignored and technical bid will not be processed.
10. Bharat Heavy Electricals Ltd do not bind itself to accept the lowest of any tender, but reserves to itself the right to accept or reject all or a part of any tender at its discretion following BHEL Purchase Policy & Government guidelines.

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11. In all cases of disputes, the matter shall be referred for arbitration. The arbitrator shall be nominated by the Unit Head, Bharat Heavy Electricals Ltd., Jhansi or any other officer nominated by him. The award of Arbitrator shall be final and binding on both the parties.
12. In case of any suit or other legal proceedings under or relating to this tender, the courts at Jhansi shall have full jurisdiction.
13. Total delivered cost at BHEL Jhansi Works shall be the criterion for deciding the tender.
14. Unless otherwise specified, offer should be on ex-works basis with freight & insurance to be borne by BHEL.
15. Your quotation against this enquiry must be valid for ordering up to minimum of 120 days from the date of tender opening.
16. If any material is booked to selves or if it is not consigned to BHEL Jhansi, any warfage or demurrage occurring from these shall be to the account of supplier. In case of road transport, material shall be booked only through our rate contract transporters mentioned in the purchase order.
17. Where there is provision for payment of Sales Tax extra, it will be paid only if the registration number both under VAT and Central Sales Tax are specifically mentioned on the bill/invoice. Your Sales Tax Registration number should be mentioned in the offer positively.
18. Excise Duty Gate Pass will be required in original for claiming of cenvat if applicable. Applicable taxes & duties must be mentioned in the offer.
19. Our standard terms of payment are 100% after 60 days of satisfactory load testing of all items and witnessed / certified by BHEL / RDSO.
20. Amount of Service Tax / Education Cess / any other Govt. duty ( as applicable on the date of offer) for erection or any other activities associated with the scope of work in the tender must be indicated in Techno-commercial bid of the offer.
21. Un priced Price Bid ( or Blank price bid i.e. after erasing prices) must be submitted along with Techno commercial bid.

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22. If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier:-

(a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.

(b) Allow the supplier to make free replacement within a specified period, rejected goods can be lifted by the supplier thereafter.

OR

Allow the supplier to refund the full amount paid to him by BHEL by a Demand Draft before lifting the rejected goods. Fresh replacement shall be regularized as per terms & conditions of the original purchase order.

OR

Take alternative procurement action from elsewhere and recover the difference in cost, if any incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on purchase.

(c) Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier.

23. For any clarification on our tender terms and conditions please contact Sr. DGM (MM) before due date.

24. Inspection /witness of testing may be done at supplier works by BHEL/RDSO.

25. BHEL reserves right to go for reverse auction / e-auction to get the best price. In case of reverse auction, you will have to quote the same price in the initial sealed bidding as quoted in physical bid.

26. All structures shall be issued by BHEL on free issue basis against bank guarantee submitted by supplier of value Rs. 10 lacs. The validity of B.G. shall be up to receive the structures by BHEL after satisfactory load testing.

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### 3. TECHNO COMMERCIAL BID FORMAT - PART-A

( Supplier should fill up this bid by putting the tick in accepted / non accepted column)

#### SUPPLIER'S NAME & ADDRESS

1. Packing & Forwarding Charges, FOB charges (if any) ....%
2. Present rate of Excise duty (if any) ....%
3. Present rate of sales tax / Service Tax %  
(VAT/CST, Not applicable in case of Foreign suppliers)
4. Shortest Delivery period in No. of days from date of LOI / PO
5. Taxes and duties shall be extra as applicable on Accepted / Not accepted  
the date of actual delivery.
6. Penalty clause as well as other conditions given Accepted / Not accepted  
in general Terms & conditions and Standard Enquiry  
terms & conditions are acceptable to us.
7. Rates quoted in the price bid are on Ex Works / ----- basis (cl. 14)
8. Validity of the rates quoted is 120 days from the Accepted / Not accepted  
date of opening of price bid.
9. Bank guarantee of Rs. 10 lacs shall be submitted by Accepted / Not accepted  
supplier before issue the free issue items.
10. 100% payment after 60 days of satisfactory work Accepted / Not accepted  
completion / witnessed by BHEL / RDSO (if not, mention your payment terms)

Note :- If Condition No. 10 is not accepted the offer may  
be bypassed without any further intimation.