



G T C C- dt.30.04.2010.

GENERAL TERMS AND CONDITIONS OF TENDER ENQUIRY

ANNEXURE-A

1. Submit the tender in two parts i.e.

Part-I Techno-Commercial Bid

Part-II Price Bid

Techno-Commercial (part one) & Price Bid (part two) should be put in separate sealed envelopes. Both envelopes should be super scribed with **Tender Number, Date of Opening & Technical / Commercial Bid and Price Bid** respectively along with name of firm.

Both the envelopes i.e. containing Techno-Commercial Bid and Price Bid should again be kept in one envelope super scribed again with Tender No. and Date of Opening and the name of firm submitting the tender. to **AGM (MM),Purchase Department ,CFFP ,BHEL Hardwar,Ranipur ,Hardwar 249403.Uttarakhand ,India** .It is responsibility of vendors to submit their offer in time. Late offer will not be considered.

Part-I Envelopes super scribed with **Techno-Commercial Bid** must contain all information especially:-

(a) Specification of the material offered should be strictly as per CFFP/BHEL specifications of Enquired material in tender documents. **Deviations if any must be indicated clearly in the offer. Rates to be quoted on FOR destination basis.**

(b) All commercial terms i.e. packing, forwarding, Custom Duty ,Additional Duty ,ST/STT/VAT/CST, Excise duty/CVD , Bank Charges, payment terms & Insurance etc as applicable should be clearly mentioned **except Price** .Also mention present rate of applicable taxes & duties even if inclusive in rates.

(c) Confirm to submit all required commercial documents (tax invoice, cenvatable duplicate copy of invoice, packing list, transit sale agreement etc.)& technical documents (TC/GC/QP etc.)

(d) Registration Numbers of SSI, Central Excise, Sales tax, Income tax, DGS & D, ECC etc.

(e) **Un-priced copy of Price Bid.**

Part-II Envelopes super scribed with **Price Bid** should contain **priced copy of Price Bid**. The price should be mentioned both **in figures and words**.

2. Authorized Signatory should authenticate all tender documents.

3. **Techno-commercial bid (Part-I)** will be opened on the due date at 2.00 PM. In the presence of participating vendors or authorized representatives, who may wish to be present. Representative deputed to witness tender opening must produce an authority letter from the signatory of offer. After evaluation of technical bids & finalization of technical, commercial terms & condition, price bid of only successful vendors will be opened. Priced bid opening date will be intimated separately.

4. The material offered must conform to the required BHEL specifications and drawings as well as instructions and details made available.

5. **Original Test Certificate & other related Documents** from the original Manufacturer's test certificate is to be confirmed in the offer itself which is to be submitted along with dispatch document.

06. CFFP/BHEL Hardwar reserves the right to accept or reject any or all tenders without assigning any reason there of.

07. Tenders not submitted in the prescribed manner are likely to be ignored/ rejected.

08. **Agent /Agency Commission:** Payment of any kind at any stage will not be made to Agent on account of agent commission or otherwise by CFFP BHEL Hardwar.

09. **Inspection:** CFFP BHEL Hardwar inspection after receipt shall be final and binding. BHEL reserve the right to pre-inspect at Vendor's works or BHEL may nominate any testing house for inspection..

10. Dispatching port & Country to be mentioned.

11. Vendor must submit the annual report giving the audited profit or loss account and balance sheet for last three financial years including current year ending.

The vendors who are registered with any unit of BHEL, India, in related category shall give the details also.

12. CFFP may assess the company profile before placement of purchase order as per BHEL practice and / or procedures wherever felt necessary.

ANNEXURE – I

<u>COMMERCIAL TERMS</u>	
1. Payment terms:	ACCEPTANCE OF VENDOR
<u>For indigenous supply :</u>	
80% of material cost to be paid against dispatch documents / receipt of materials at CFFP and balance 20% of material cost + E&C and proving charges (all the services provided at BHEL) will be paid after satisfactory erection & 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 guarantee period.	
<u>For import supply :</u>	
80% of FOB value + 100% sea freight charges to be paid through 1 st L/C against dispatch documents through bank and balance 20% of FOB value + E&C and proving charges (all the services provided at BHEL) will be paid through 2 nd L/C after satisfactory erection & 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 guarantee period	
<u>Note (for import supply only) :</u>	
a) 1 st 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.L/C will be opened only after receipt of order acceptance and security deposit bank guarantee.	
b) 2 nd L/C for 20% of material cost + E&C and proving charges (all the services provided at BHEL) shall be opened before vendor's E&C personnel start for BHEL Haridwar.	
Payment at the time of dispatch against shipping/dispatch documents (Amount Y): "1.5% per month for the amount Y exceeding 80% of contract value i.e. 1.5% of (Y-0.8Z) where Z is the contract value. As such loading of 6% will be done for imported (considering 4 months needed from the date of dispatch to final acceptance of machine/material) and 3% for indigenous items. (considering 2 months from the date of dispatch to final acceptance of machine/material Payment at the time of dispatch against shipping/dispatch documents (Amount Y):	
<u>2. PBG terms</u>	
Performance Bank Guarantee to be submitted on the BHEL prescribed format 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 full WARRANTY / GUARANTEE agreed period. This bank guarantee shall have to be submitted before release of last balance payment.	
<u>3. CURRENCY OF PAYMENT FOR FOREIGN VENDORS : (Euro / Dollar / YEN & GBP)</u>	
<u>4 . For indigenous supply the currency shall be Indian Rupees</u>	
<u>5. ERECTION AND COMMISSIONING : E&C inline with technical specification to be completed by vendor at CFFP / BHEL Haridwar.</u>	
<u>6. CHARGES FOR SERVICES AT BHEL HARIDWAR :</u>	
Services to be rendered at BHEL Haridwar like E&C, proving, training to operators, supervising foundation work etc.	
For Foreign suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees.	
<u>7. ORDER ACCEPTANCE : Bank guarantee towards security deposit and order acceptance (ink-signed) will be submitted within 30 days from the date of PO.</u>	
<u>8. Submission of Bank Guarantee :</u>	
All bank guarantees for security deposit as well as performance bank guarantee should be from one of the BHEL consortium banks (annexure-III) and the bank guarantees should be in the proforma as prescribed by BHEL (annexure-II). 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.	
<u>9. Late delivery penalty Clause (LD):</u> Penalty for late delivery shall be applicable @ 0.5% per week and part thereof subject to a maximum of 10% for total Contract value (Total contract value Includes Total material cost + packing & forwarding + freight + E&C charges).	
Vendors accepting LD terms different from the proposed terms of 0.5% maximum 10%, their prices (FOB for imported and ex-factory for indigenous) will be loaded @ %age deviation from BHEL requirement of maximum 10%. If the vendor does not accept the above, their offer is likely to be ignored and technical bid will not be processed.	
For calculating Late Delivery penalty delivery date shall be considered as per following :	
<u>1. Indigenous Suppliers:</u>	
a. Delivery Ex-works:- Date of GR /LR	
b. Delivery FOR vendor works:- Date of GR/LR	
c. Delivery FOR Destination:- Date of receipt at BHEL Hardwar	
<u>2. Import Supply:</u>	
a. Delivery FOB / FCA port of discharge:- Date of BL/AWB	
b. Delivery CIF/CPT port of destination:- Date of AWB/BL	

10. Settlement of Disputes:	
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	
11. Authorization for pre-inspection: BHEL is authorized to pre inspect the material at vendor's works. The material will be dispatched only after getting clearance from BHEL.	
Indigenous suppliers should give Pre-Dispatch Inspection (PDI) call at least 15 days in advance and foreign suppliers should give PDI call at least 45 days in advance. If supplier fails to give pre-inspection call within stipulated time, this will not be a reason of penalty waiver or delivery extension.	
Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL	
12. Drawing / data approval :	
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.	
13. Drawing / design / information use:	
The vendor will have to give an undertaking that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.	
14. Delivery of the equipment:	
Delivery must essentially be CIF 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. Incase of FOB quote, loading for freight & others will be done.	
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.	
15. 5 Sets of O&M Manual:	
5 Sets of Operation & Maintenance Manual shall have to be supplied along with the equipment. Final payment will be released only after receipt of the required documentation (No of sets if mentioned in technical specification then same will prevail).	
16. Training:	
Vendor shall provide required training to BHEL personnel free of cost.	
17. Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
18. Import Supply: a. Phyto-sanitary Certificate essential for packages (Wooden)	
b. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents	
19. Validity: Validity of the offer should be 180 days from tender opening date.	
20. Bank Charges: Bank Charges on either side. Or your prices will be loaded suitably	
21. 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.	
22. L1 price will be decided on landed cost to CFFP, BHEL basis. Equipment cost, accessories as per technical specification & recommended essential spares along with E & C, training, proving etc will form part for deciding L1 price.	
23. Price bid should clearly indicate the basic machine cost , spares & toolings (as per technical specification), E&C charges (if applicable) and applicable taxes and duties . Replica of price bid (copy of price bid without price part) to be submitted alongwith techno commercial bid.	
24. Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address	
25. Foreign Suppliers: Dispatching port & Country to be mentioned essentially	
26. Total weight - Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)	
27. 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.	
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	

Date :

Signature with seal of Company.



ANNEXURE-II

WAM-28

Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division CFFP 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 no / PO no ----- 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 property 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)

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

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to CFFP/BHEL” basis which covers all parameters of specification and commercial terms for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.

AUTHORISATION LETTER
FOR E-PAYMENT/ELECTRONIC FUNDS TRANSFER (EFT/RTGS)
PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY

ANNEXURE-D
Page 1 of 1

TYPE OF REQUEST (Tick One) ☐ CREATE ☐ CHANGE

BHEL Vendor/ Supplier Code

Company's Name

Address

City

Pincode

State

Contact Person(S)

Telephone NO.

FAX. No.

e-mail id

1. Bank Name

2. Bank Address

3. Bank Telephone No.

4. Bank Account No.

5. Account Type.

6. Bank's Branch Code

7. Bank Swift Code

(aplicable to EFT only)

8. Enclose blank cancelled cheque

DECLARATION

1. I as representative/Owner of the above named company, hereby authorize BHEL CFFP, Ranipur, Haridwar to electronically make payments to the designated bank account. I hereby certify that the particulars given above are true, complete and correct.

(2) If the transsation is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/transfereing Bank responsible.

3. This authority remains in full force untill BHEL, CFFP, Ranipur, Haridwar receives & acknowledge written notification requesting a change or cancellation.

4. I have read the contents of the covering letter and agree to discharge the responsibilty expected of me as a participant under E-payment/EFT/RTGS.

Date:

Authorized Signatory

Designation

Company Seal

Verification By Bank