An ISO 9001 Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
MATERIALS MANAGEMENT / CAPITAL EQUIPMENT

Corrigendum 4	Phone: +91 431 257 7421/ 7360 Fax : +91 431 257 6826 Email : vkaruna@bhel.in : ajayasalkar@bhel.in : vijayak@bhel.in Web : www.bhel.com

NIT No. 40094	Enquiry Number: 2621800011	Enquiry Date: 30.07.2018	Due date for submission of quotation extended to: 08.10.2018

You are requested to quote the Enquiry number, date and due date in all your correspondences. This is only a request for quotation and not an order.
Please note that under any circumstances both delayed offer and late offers will not be considered. Hence vendors are requested to ensure that the offer is reaching physically our office before 14.00 hrs on the Date of tender opening.

Item Description: Job Rotator – 25 Ton capacity Qty:04 Sets

Details of Corrigendum

1) Compliance form TRY/IMP/02 (For Foreign Vendors) as in Annexure.
2)Tender Due Date Extended to 08.10.2018

All other terms and conditions and specifications as published in the NIT No. 40094 remains unaltered.

Confirmation of acceptance for BHEL commercial terms & conditions and Price Bid formats have been posted in BHEL Corporate web site ww.bhel.com or from the Government tender website http://tenders.gov.in (public sector units > Bharat Heavy Electricals Limited page) under Enquiry reference "2621800011".

Note: this is not an E-tender, hence Vendors are requested to ensure that the offer is reaching physically at our office before 14:00 Hrs. on the date of tender opening.

Tenders should reach us before 14:00 hours on the due date Tenders will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present	Yours faithfully, For BHARAT HEAVY ELECTRICALS LIMITED AJAY V.ASALKAR Sr. MANAGER MM / Capital Equipment BHEL, Tiruchirappalli - 620 014

		Compliance Form NO: TRY/IMP/02
BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI		
CAPITAL EQUIPMENT /MATERIALS MANAGEMENT		
COMPLIANCE FORM FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY FOREIGN VENDORS		
(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this Compliance Form 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, the offer is liable for rejection)		
(TENDER REQUIRING EMD, CEBG and PBG)		
Description of the Equipment: Job Rotator - 25 Ton Capacity Qty - 04 Sets		
BHEL Tender No. & Date: **2621800011 dated 30.07.2018**		
PART I of Tender: EMD + Technical Bid + Unpriced Bid + this Compliance Form		
PART II of Tender: Price Bid		
	ENQUIRY TERMS & CONDITIONS	**Vendor's Confirmation**
1.0	**PRICE BID:**	
	Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part I. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.	Accepted
	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.	
2.0	**CURRENCY OF PAYMENT:**	
	Foreign vendors to indicate the currency like Euro (€) / US$ / GBP / JY etc. in the confirmation column. 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.	
3.0	**VALIDITY:**	
	Validity of the offer should be **120 days** from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.	Accepted
4.0	**EARNEST MONEY DEPOSIT (EMD):**	

	In Order to ensure that the successful bidder / vendor does not refuse to execute the Order, after award of the same on him, each bidder / vendor will be required to furnish Earnest Money Deposit (EMD) along with their tender. EMD by the Tenderer will be forfeited as per Tender Documents if, after opening the tender, the Tenderer on his own makes variation in his earlier quoted rates or revokes/change any other condition of his tender within the validity period.	
	EMD is to be submitted in cash (as permissible under Income Tax Act), Pay Order or Demand Draft only.In case of foreign bidders EMD amount shall be submitted through their Indian agent or through e-payment (as per the details given below).	
	Foreign Bidders can remit their EMD amount through SWIFT to BHEL Bank Account and the copy of the SWIFT CONFIRMATION MESSAGE shall be submitted in Part – I sealed envelope. BHEL Bank Details: BENEFICIARY: BHEL ACCOUNT NO: 10891588977 IFSC Code: SBIN0001363 (used for RTGS, IMPS and NEFT transactions) SWIFT: SBININBB190 BANK: STATE BANK OF INDIA BRANCH: HE / KAILASAPURAM PLACE: TRICHIRAPPALLI, INDIA	
4.1	**RETURNING OF EMD:**	
	EMD given by all unsuccessful Tenderer shall be refunded on award of LOI/PO on successful Tenderer. The EMD of successful bidder shall be returned after submission of CEBG. EMD shall not carry any interest.	
	The EMD amount for this Tender will be (INR) :	**100000**
5.0	**RELEASE OF PURCHASE ORDER:**	
	Purchase Orders will be released separately for supply and service portion on the successful vendor.	Accepted
6.0	**PAYMENT TERMS:**	
	For SUPPLY P.O. Where the payments are through L/C (LC opening charges will be loaded while comparing the offers), Payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Payment of E&C value shall be made against Final Minutes of Meeting for E&C issued by BHEL. Final 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. The L/C shall be opened as per following:	Accepted
	An Irrevocable Unconfirmed L/C will be opened for 80% of the payment towards supply, due for shipment, only if the following conditions are met with:	
	i. After receipt of CEBG (as detailed under CEBG clause)	

	ii. Not earlier than 60 days before the shipment date, iii. Only after BHEL receiving the Pre-dispatch Inspection call / intimation of readiness of the ordered items, from the supplier,	
	The above L/C can be negotiated after shipment against submission of B/L or AWB and other documents as mentioned in the Purchase Order. The above L/C will be valid for a maximum period extending 21 days beyond the shipment date for negotiation of documents based on the transit time required.	
	For BALANCE OF SUPPLY P.O. & SERVICE P.O. 15 days prior to the scheduled & confirmed arrival of the technicians of Supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO and another LC for 100% of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C .	
	This L/C can be negotiated after completion of E&C of the equipment in BHEL and A) Submission of Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and (b) Submission of Performance Bank Guarantee (PBG) by Supplier.	
6.1	**Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:**	
	If any Bidder requires a payment exceeding 80% of the PO value, such bidder have to submit Advance Bank Guarantee (ABG) in the prescribed Format for the amount over and above 80% but restricted to 90% of the PO value, along with the invoice / despatch documents. This ABG shall be valid up to the date of Final Minutes of Meeting for E&C for the equipment. Additionally, for any deviation sought as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, the following loading pattern shall be followed: Base Rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by bidder.	Accepted
7.0	**VALUE FOR ERECTION & COMMISSIONING AT BHEL**	
	Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, training to operators, supervising foundation work etc. (to be together called as E&C). E&C is in the scope of supplier, and hence the E&C value should be quoted separately.	Accepted
	E&C value should be quoted separately by Bidders. Only in case where quoted value is less than the minimum value indicated below or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated below and accordingly supply value will be adjusted from that quoted value and the balance will be released as E&C payment. The bidder, however, can choose to quote the E&C value higher than the below mentioned minimum E&C value (%) and suitably apportion the supply value.	
	COST OF ERECTION & COMMISSIONING PORTION QUOTED BY VENDOR (%) -	

	(Should be equal to or more than **2%**)	
	In case of non-acceptance to split the cost of the equipment into supply portion and E&C portion, then the Payment of 80% against supply will be reduced to 78% (80% - 2%)	
	In such cases, the balance amount (22%) will be paid after commissioning.	
8.0	**TAXES & DUTIES:**	
	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 the 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.	Accepted
9.0	**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.	Accepted
9.1	Details of valid Indian PERMANENT ACCOUNT NUMBER (PAN) of the company, if registered may be provided in the space given below: (in addition a copy of the PAN CARD shall be attached along with Part I Techno Commercial bid)	
	PERMANENT ACCOUNT NUMBER (PAN):	
10.0	**DELIVERY TERMS, DELIVERY PERIOD REQUIRED AND EVALUATION PROCESS:**	
	Delivery terms, delivery period required and evaluation process:	
	Delivery terms: **CFR /CPT- Chennai Seaport / Airport** - Incoterms 2010	Accepted
	Basis of Delivery Terms :	
	Price break-up details like FOB price, ocean freight/air freight etc., should be indicated in the offer. The transfer of title of the goods supplied by the vendor takes place in line with INCOTERMS 2010.	Accepted
	i) Bidders should submit their offer for CFR / CPT - Chennai Port basis with freight break up details ii) PORT OF LOADING SHOULD BE INDICATED WITHOUT FAIL.	Accepted
	I) Indian Customs has imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter) 1) The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge. 2) Vendor will be held responsible for the penalty arises against the late filing of Bill Of entry due to:	Accepted

	a. Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival b. Discrepancy in documents c. Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port) II) All the shipments for the contracts (POs) finalized on CFR/CPT - Chennai Port, CIF/CIP-Chennai Port, DDU/DDP Chennai Port basis 1) Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL. 2) The detention/demurrage charges arises due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only. 3) Any other charges apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge will not be borne by BHEL. 4) The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are: a. CIC - Container Imbalance Charges/Surcharges b. EIC - Equipment Imbalance Charge/Surcharges c. CAF - Container/Currency Adjustment Factor d. BAF - Bunker adjustment Factor e. RDS - Rupee Depreciation Surcharge f. CDS - Currency Depreciation Surcharge	
	Vendors should indicate the mode of shipment Viz. break-bulk basis or container basis. The following points should take note of for CFR Shipments and the vendors are required to submit their offer accordingly : CONTAINERIZED CARGO: (i) For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total Landed Cost. (ii) In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable". Vendors should ensure that shipping lines carrying their cargo will allow a minimum free period of 14 days from	Accepted

	the date of berthing of the vessel for clearing the consignment at the discharge port.	
	BREAKBULK CARGO: (i) For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis.	
	AIR CARGO: With respect to air consignments, offers may be obtained only on FOB/(name of Loading) airport basis only. In case of any deviation from this term, the same can be got clarified with vendors before opening of price bids.	
10.2	Delivery period: The equipment enquired forms a part of an expansion program (Scheme) and the delivery period mentioned below has been derived keeping in view of the Scheme completion date. Vendor shall comply with this required period.	Accepted
	Bidder should quote time period separately for 'Supply' and 'E&C' of equipment.	
	(a) Supply period :– For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (B/L or AWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of CEBG, drawings etc., should not be linked to the delivery period.	
	DELIVERY PERIOD REQUIRED BY BHEL (SUPPLY PORTION)	**18 Weeks**
	DELIVERY PERIOD (in weeks) OFFERED BY VENDOR (SUPPLY PORTION)	
	(b) E&C period :– Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.	
	E & C PERIOD (in weeks) REQUIRED BY BHEL (E & C PORTION)	**3 weeks**
	E & C PERIOD (in weeks) OFFERED BY VENDOR (E & C PORTION)	
	However, while evaluating the offers, those offers which are not conforming the requested delivery period and E&C period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation purpose 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted
	BHEL reserves the right to accept an offer not meeting the NIT delivery. However based on the scheme requirement, the Technically Suitable offerers would be requested to reduce their offered delivery schedule and in case if it is not meeting BHEL requirement or maximum limit considered by the Technical Committee, the offer may become liable for rejection.	Accepted
11.0	**CONTRACT EXECUTION BANK GUARANTEE (CEBG):**	
	The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value (Supply + E&C) in the format enclosed within 30 days from the date of PO but before L/C opening.	Accepted

	If the supplier fails to submit the CEBG within 60 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. Additionally, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers. Validity of CEBG shall be till the completion of Erection & Commissioning of equipment including job proving, performance tests etc. i.e. issue of Final Minutes of Meeting for E&C by BHEL, as prescribed in PO with additional 2 months as claim period.	
	CEBG shall be kept valid till the PBG becomes operational. i.e. up to 30 days after the date of Final Minutes of Meeting for E&C issued by BHEL.	
	Validity of CEBG = Delivery period + Transit time of 2 months + Commissioning period + 1 month (for arranging PBG) + 2 months for claim period.	
12.0	**PERFORMANCE BANK GUARANTEE (PBG):**	
	The vendor shall submit a Performance Bank Guarantee (PBG) for 10% of the Purchase Order value in the format enclosed covering the agreed Guarantee period (with additional 3 months as claim period).	Accepted
	The Bank Guarantees (CEBG & PBG) shall be issued exactly as per the BHEL Format attached with this Tender (without any deviation) by any one of the Consortium Banks of BHEL (List Enclosed) or from a reputed Bank and confirmed by any Consortium Bank of BHEL.	Accepted
	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.	
	(1) It should be typed in the INR 100 value of stamp paper.	
	(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.	
	(3) It should be submitted with bank covering letter with sign and seal of the bank official.	
	Offers from vendors not accepting to submit CEBG and PBG **<u>are liable for rejection.</u>**	
13.0	**LIQUIDATED DAMAGES (LD):**	
	a) 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 (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). 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).	Accepted
	Maximum LD for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).	Accepted
	In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value (Supply + E&C) for each individual machine.	Accepted

	b) For the purpose of LD for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. c) Loading on account of non-acceptance of LD for delayed Supply and/or E&C shall be as under: In case any bidder is not accepting the above LD for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.	
	d) Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.	
	For the purpose of levying LD , the date of shipment (BL /AWB date) will be considered.	
	Loading Factor for non-acceptance of LD clause for delayed Supply and/or E&C: In case any bidder is not accepting the above LD clause for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder .	Accepted
14.0	**SHORT SUPPLY / 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 2010 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 2010 basis	Accepted
15.0	**RISK PURCHASE:**	
	If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.	Accepted
16.0	**GUARANTEE:**	
	Vendors shall provide a guarantee for 12 months from the date of commissioning of the equipment or 18 months from the date of supply, whichever is earlier. The date of AWB/BL shall be taken as the date of supply. Offers from vendors not accepting to the requested guarantee period are liable for rejection.	Accepted

17.0	**REVERSE AUCTION (RA):**	
	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "Process compliance form" as well as "online sealed bid" in the Reverse Auction. Non-submission of above by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines of Suspension of business dealings in vogue. 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. 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)." **BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.**	Accepted
18.0	**AGENCY COMMISSION**	
	Vendors to specify the percentage agency commission payable to their Indian Agent in the vendor confirmation space given below. If agency commission is not applicable, vendor shall state that clearly in the space given below.	
	AGENCY COMMISSION : APPLICABLE (____ %) / NOT APPLICABLE	
	Particulars of Indian Agent (a copy of Agency agreement shall be enclosed. The CFR prices quoted shall include the agency commission):	

19.0	**CONTACTS:**	
	Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
	Name:	
	Designation:	
	Email ID:	
	Phone No.:	
	Mobile No.	
	Fax No.:	
	Address:	
	Country of origin:	
	Port of loading:	
	Free Period for Container shipments:	
	Vendors should indicate the mode of shipment Viz. break-bulk basis or container basis. Vendors should ensure that shipping lines carrying their cargo will allow a minimum free period of 14 days from the date of berthing of the vessel for clearing the consignment at the discharge port in case shipments are made using containers.	
	Weight & Cubage of package:	
	Approximate Net weight of the total consignment:	
	Approximate Gross weight of the total consignment:	
	Approximate volume of the total consignment:	
	The vendor to provide Business Information Report (BIR) incorporating the rating of the company by international credit rating agencies, viz., DUNS number of M/s DUN & Bradstreet (D&B) etc. for past consecutive four years from the date of tender opening.	
	We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the NIT and confirm that our offer has been made in line with the same and the confirmations given in the above compliance form supercede any other standard information provided in our quotation.	
	Signature with date: (AFFIX OFFICIAL SEAL HERE)	
	Name:	