



PUR - 004

ANNEXURE TO ENQUIRY NO.

INSTRUCTIONS TO TENDERERS (IMPORTS)**1.0 Technical Information**

Deviation from the specifications will not ordinarily be allowed except where they are not weaker in any respect than the corresponding specification indicated in the tender. For any deviation the seller should guarantee his product for the same condition stated in our tender.

2.0 Payments of Agency Commission/Remuneration to Agents in India in Rupees.

2.1 The tenders quoting from outside India are requested to furnish the following details in their offer.

2.1.1 The name and address of the Indian Agents.

2.1.2 The amount of remuneration for the Agent included in the quoted price and

2.1.3 That they are agreeable to this commission being paid to their Agents in India in Indian Rupees on successful completion of the contract.

3.0 Payment of Agency Commission/Remuneration to Tenders in India in Rupees by their foreign Principals.

3.1 Indian Firms/Tenderers are requested to give the following details .

3.1.1 The name and address of foreign Principals Export Houses / Works.

3.1.2 The amount of remuneration for the Indian Firm/Tenderer included in the quoted price.

3.1.3 That the Indian Firm/Tenderer as also their Foreign Principals/Export Houses/Works are agreeable to this remuneration/Commission being paid in India to the Indian Firms/Tenderers in Rupees, after successful completion of the contract.

4.0 Submission of Offers.

4.1 Offers addressed to Sr.Manager / materials Management should be submitted separately in a double envelope, the inner envelope containing the offer should be sealed and superscribed with the relevant tender No. and date of opening. The inner envelope should be placed in an outer envelope and both envelopes should be addressed to Sr.Manager / MM, BHEL, Piping Centre, 93, G.N. Road, Chennai - 600 017. INDIA.

4.2 As a measure of caution the outer envelope should also be sealed and superscribed as follows :

With the tender No. due date and time of opening.

To

Sr. Manager/MM
Bharat Heavy Electrical Ltd.,
Piping Centre,
93, G.N.Road,
Chennai - 600 017. INDIA

4.3 Offers by post should be sent by Registered Post acknowledgement due addressed to Sr. Manager / MM, BHEL, Piping Centre, 93, G.N.Road, T. Nagar, Chennai - 600 017. INDIA so as to reach them not later than 2.00 P.M. on the opening date.

4.4 Offers submitted by hand delivery should be delivered personally to the officer mentioned above before 2.00 P.M. on due date and an acknowledgement obtained for the same.

4.5 Apart from the original quotation to be submitted as detailed above, copies should not be sent to other Officers of this Project. This is in order to ensure that rates quoted do not leak out before the nominated date and time for tender opening. For similar reasons, tenderers should, in their own interest avoid as far as possible sending price quotation by cables or telegram/telex.

4.6 Manufacturers shall enclose with their offer any other documents containing explanatory memorandum, etc.

4.7 The Price quotations and other financial terms should be given in the offer and not in the other accompanying documents or statements.

4.8 If any departure or substitution from the particulars /specifications is involved, the same should be clearly indicated in the offer.

4.9 Firms shall give details of supplies made by them to parties in India or other countries.

5.0 Acceptance of part items / quantities.

If the offers are opened only for acceptance of all the items or a group of items or if orders for a specified, minimum quantity only will be accepted tenderers should make it clear in their offer. In the absence of such stipulation in the offer, claims made later that only a small quantity or only a part of the items was ordered will not be accepted.

- 6.0 Period for which offers are required to be kept open.**
The tenderers must keep their offers open for acceptance for a period of 120 days from the date of opening the tender.
- 7.0 Signing and referencing of offer sheets**
Each page of the offer must be numbered consecutively, bear the tender number and should be signed by the tenderer.
- 8.0 Packing**
The specification of the packing proposed should also be indicated.

9.0 Supply tolerance.

The tenderers should clearly state in their offers whether any supply tolerance is required and if so, the particulars of the same should be furnished.

10.0 For import offers

The materials are required to be shipped to CHENNAI PORT unless otherwise specified.

SPECIAL CONDITIONS

- 1.0 Price Quotations**
- 1.1** All prices quoted shall be in the currency of the country of origin. The tender should furnish both F O B and C & F (Chennai) prices for each item for the import offers.
- 1.2** The General Manager reserves the right to consider any of the quotations. In case of C & F quotations the manufacturers are required to give an undertaking that only vessels registered in countries who are members of I.B.R.D. would be utilised for the carriage of cargo. If the orders are placed on C & F basis, the purchaser will have the right to change over the contract to F.O.B. basis if considered necessary after giving one month's notice to the contracting firm. The purchaser reserves the right to entrust the shipping arrangements to the Seller after giving one month's notice in writing. If shipment is entrusted to the seller, the freight that the Purchaser will pay to the seller will be the difference between the seller's C & F quotations and F.O.B. quotation.
- 1.3** Inspection charges should be indicated in the prices quoted, Incase, quoted extra, it shall be expressed in terms of % of F.O.B.
- 1.4** Packing and forwarding charges should be included in the price. If quoted extra, it shall be expressed in terms of % of F.O.B.
- 1.5** The term F.O.B. and C & F shall be as defined in accordance with "INCOTERMS 1990".
- 1.6** The price quoted shall be firm without any provision for variation. In the case of C & F offers the ocean freight included which shall be firm should also be shown separately. No variation will be allowed on this account after tender opening.
- 1.7** Separate quotations in triplicate should be submitted for each item.
- 1.8** Quotations should not be made for units other than those specified in the tender schedule.
- 2.0 Ports of shipment.**
- 2.1** the Port(s) of shipment of the materials should be clearly stated in the offer indicating whether they are covered by the conference vessels or not and the ocean freight from such ports of shipment to the ports of discharge in India.
- 3.0 Payment Terms**
- 3.1** The Purchaser will obtain an Actual User's import Licence for importing the items if required and payment will be made to the supplier through an irrevocable Letter of Credit which will be opened through the Supplier's Bankers immediately on receipt of intimation from the supplier, six weeks in advance regarding readiness of the materials for shipment; Payment through L.C. is acceptable only if seller agrees to the guarantee and performance guarantee clauses.

4.0 Deduction and Recoveries from Sellers.

- 4.1 All payments shall be subject to the deductions of any amount for which the Seller is liable under this contract or any contract in respect of which the Bharat Heavy Electricals Limited is the purchaser.

5.0 Currency of Payment and rate of exchange

- 5.1 Payment will as a rule be made in the currency of the country of origin of the materials. Tenderers should indicate the rate of exchange applicable to their offers and also indicate whether rate of exchange is firm rate or the fluctuations will be to their account. If the tenderers do not indicate any firm rate of exchange in their offer payment will be made to them in the currency of the country of origin at the rate of exchange as approved by the International Monetary Fund between the U.S. Dollar and said currency ruling on the date of negotiation of documents.

6.0 Documentation.

For the purpose of payment, the suppliers should submit three sets of the following documents immediately after shipment.

- 6.1.1 Bill of Lading showing the freight charges paid for the cargo covered by it.
- 6.1.2 Commercial Invoices and packing lists in which description, qty, prices and others shall be identical as per BHEL P.O.

- 6.1.3 Xerox copies of Test Certificates Inspection Certificate for having conducted the required tests, signed by the works Inspector and duly countersigned by Inspector nominated by the Purchaser or by an authorised Official of Supplier's works or by an authorised official of the Government Test House of the supplier's country.

- 6.1.4 Declaration by the supplier certifying that the contents in each case are not less than those entered in the commercial invoices and the quality of the goods are guaranteed as new and to the respective specification.

- 6.1.5 Certificate of the country of Origin by the manufacturers.

- 6.2 In addition to the above; three sets of the above documents should be sent to the consignee by Air-Mail in advance.

7.0 Conclusion

- 7.1 The tenderers must ensure that the conditions laid down for submission of offers are complete and correctly fulfilled.

- 7.2 Tenders which are not complete in all details as stipulated may be summarily rejected.

7.3 Acceptance of offers.

The purchaser may reject tender without assigning any reason and may or may not accept the lowest or any tender.

Additional information to be furnished by the tenderers

- 1.1 Name of works, country of origin and Port / ports of shipment.
- 1.2 Currency of the country of origin (with exchange rate) it should be stated here whether payment in Indian rupee is acceptable.
- 2.0 We are agreeable to payment of the Agency Commission in India in Indian Rupees, on successful completion of the contract. The relevant information is given below:
 - 2.1 Name and Address of Agent
 - 2.2 The Service rendered by the agent should be indicated in percentage.
 - 2.3 Amount of remuneration for the agent included in the price quoted.
 - 3.0 We also hereby undertake to
 - 3.1 Abide by the terms and conditions as stipulated in your tender enquiry.
 - 3.2 Supply the above items strictly in accordance with the particular specification
 - 3.3 The time of delivery or despatch stipulated in the said schedule for delivery or despatch of the stores shall be deemed to be the essence of the contract. should the Seller fail to deliver the stores or any consignment there of within the period prescribed for such delivery, the purchaser shall be entitled (by way of liquidated damages) for a sum of half a percent of the price of any stores, which the Seller has failed to deliver as aforesaid for each and every week, or part of a week during which the delivery of such stores may be in arrears subject to a maximum of 10(Ten) percent of the price of stores in arrears. THIS AMOUNT IS TO BE AUTOMATICALLY DEDUCTED IN INVOICE ITSELF.
 - 3.4 Keep this offer open for a minimum period of 120 days from the date of opening of tender.

Signature of Tenderer
for and on behalf of

.....
(Full particulars of Tenderer)