

**Registration For Down Loading The Tender Documents**  
**[To Be Filled and E-mail In-advance]**

[Email:burre@bhelhyd.co.in](mailto:burre@bhelhyd.co.in)

To  
The Sr.Manager / Purchase ( CG)  
B.H.E.L., R.C. Puram,  
Hyderabad - 502 032.

Dear Sir,

We wish to participate in the tender for \_\_\_\_\_ **(Item Name)** \_\_\_\_\_ against Enquiry No. **M2/**  
**XX /** \_\_\_\_\_.

**Principal / Manufacturer:**

**Address :**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone : \_\_\_\_\_

Fax : \_\_\_\_\_

E-mail : \_\_\_\_\_

Contact Person : \_\_\_\_\_

**Indian Agent :**

**Address :**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone : \_\_\_\_\_

Fax : \_\_\_\_\_

E-mail : \_\_\_\_\_

Contact Person : \_\_\_\_\_

**D.D. No.** \_\_\_\_\_, **Date :** \_\_\_\_\_, **Bank Name :** \_\_\_\_\_

**NOTE:**

In case of down loading of the tender documents the same must be intimated with in due date of submission by forwarding complete filled up format as mentioned above.

BHEL reserves the right to extend the due date of tender opening for want of adequate response and also at the request of the vendor who procured the tender with in the last date for sale of tender documents / down loading. Incase of extension the same will be communicated to the vendors who have procured / confirmed the downloading by above registration.

**FOR FOREIGN OFFERS / SUPPLIES (UNDER EPCG LICENCE)**

(TYPICAL FORMAT FOR ILLUSTRATION)

**ANNEXURE - I****FOR BASIC EQUIPMENT**

SL. NO.	DESCRIPTION	PRICE In _____
1	COST OF BASIC MACHINE (DETAIL BREAKUP AS PER BHEL TENDER EQPTS)	
2	COST OF ACCESSORIES (DETAILS BREAKUP AS PER BHEL TENDER DOCUMENTS)	
3	ESSENTIAL SPARES (COMMG & OPERATIONAL SPARES FOR 2YRS OPERATION)	
4	TOTAL EX-WORKS COST (1+2+3)	
5	FOB / FCA CHARGES	
6	TOTAL (4+5)	
7	EX-CHANGE RATE AS ON DATE OF TENDER OPENING	
8	FOB COST OF THE MACHINE       Rs.: (6*7)	
9	CIF @ 5% (COST OF INSURANCE & FREIGHT) Rs.: (8) * 0.05	
10	CUSTOMS DUTY @ 5%               Rs.: (8+9) * 0.05	
11	CVD @ 0%                               Rs. : (COUNTER VAILING DUTY) (8+9+10)*0	
12	MISC @3% ON EX-WORKS           Rs.: (8)*0.03	
13	TOTAL                                       Rs. : (8+9+10+11+12)	
14	TOTAL COST TO BHEL               Rs. : (13-11)	

**ANNEXURE – II****FOR SERVICES**

<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>PRICE In _____</b>
1	TRAINING CHARGES	
2	ERECTION & COMMISSIONING CHARGES	
3	COMPONENT PROVE OUT CHARGES	
4	TOTAL SERVICE CHARGES (1+2+3+4)	
5	EXCHANGE RATE (AS ON TENDER OPENING DATE PUBLISHED IN THE NEWSPAPERS)	
6	TOTAL SERVICE CHARGES IN Rs.: (4*5)	

**ANNEXURE – III****TOTAL COST TO BHEL**

<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>PRICE In Rs.</b>
1	BASIC MACHINE COST IN Rs.	
2	TOTAL SERVICE CHARGES IN Rs.	
3	TOTAL COST TO BHEL IN Rs. (1+2)	

**FOR FOREIGN OFFERS / SUPPLIES (UNDER MERIT DUTY)**

(TYPICAL FORMAT FOR ILLUSTRATION)

**ANNEXURE - I****FOR BASIC EQUIPMENT**

SL. NO.	DESCRIPTION	PRICE In _____
1	COST OF BASIC MACHINE (DETAIL BREAKUP AS PER BHEL TENDER EQPTS)	
2	COST OF ACCESSORIES (DETAILS BREAKUP AS PER BHEL TENDER DOCUMENTS)	
3	ESSENTIAL SPARES (COMMG & OPERATIONAL SPARES FOR 2YRS OPERATION)	
4	TOTAL EX-WORKS COST (1+2+3)	
5	FOB / FCA CHARGES	
6	TOTAL (4+5)	
7	EX-CHANGE RATE AS ON DATE OF TENDER OPENING	
8	FOB COST OF THE MACHINE       Rs.: (6*7)	
9	CIF @ 5% (COST OF INSURANCE & FREIGHT) Rs.: (8) * 0.05	
10	CUSTOMS DUTY @ x%               Rs.: (8+9) * 0.0x	
11	CVD @ y%                               Rs. : (COUNTER VAILING DUTY) (8+9+10)*0.0y	
12	MISC @3% ON EX-WORKS       Rs.: (8)*0.03	
13	TOTAL                                       Rs. : (8+9+10+11+12)	
14	TOTAL COST TO BHEL               Rs. : (13-11)	

**ANNEXURE – II****FOR SERVICES**

SL. NO.	DESCRIPTION	PRICE In _____
1	TRAINING CHARGES	
2	ERECTION & COMMISSIONING CHARGES	
3	COMPONENT PROVE OUT CHARGES	
4	TOTAL SERVICE CHARGES (1+2+3+4)	
5	EXCHANGE RATE (AS ON TENDER OPENING DATE PUBLISHED IN THE NEWSPAPERS)	
6	TOTAL SERVICE CHARGES IN Rs.: (4*5)	

**ANNEXURE – III****TOTAL COST TO BHEL**

SL. NO.	DESCRIPTION	PRICE In Rs.
1	BASIC MACHINE COST IN Rs.	
2	TOTAL SERVICE CHARGES IN Rs.	
3	TOTAL COST TO BHEL IN Rs. (1+2)	

## **FOR INDIGENOUS OFFERS / SUPPLIES**

(TYPICAL FORMAT FOR ILLUSTRATION)

### **ANNEXURE - I**

#### **FOR BASIC EQUIPMENT**

SL. NO.	DESCRIPTION	PRICE In Rs.
1	COST OF BASIC MACHINE (DETAIL BREAKUP AS PER BHEL TENDER EQPTS)	
2	COST OF ACCESSORIES (DETAILS BREAKUP AS PER BHEL TENDER DOCUMENTS)	
3	ESSENTIAL SPARES (COMMG & OPERATIONAL SPARES FOR 2YRS OPERATION)	
4	TOTAL EX-WORKS COST (1+2+3)	
5	PACKING & FORWARDING CHARGES Rs.: (OR PERCENTAGE ON EX-WORKS PRICE)	
6	EXCISE DUTY @ _____ Rs. :	
7	ST / CST / VAT @ _____ Rs.:	
8	FREIGHT CHARGES Rs. : (OR PERCENTAGE ON EX-WORKS PRICE)	
9	INSURANCE CHARGES Rs. : (OR PERCENTAGE ON EX-WORKS PRICE)	
10	TOTAL VALUE Rs. : (4+5+6+7+8+9)	
11	LESS EXCISE DUTY Rs. : (6)	
12	TOTAL COST TO BHEL Rs.: [(10-11)-7]	

### **ANNEXURE – II**

**FOR SERVICES**

SL. NO.	DESCRIPTION	PRICE In Rs.
1	TRAINING CHARGES	
2	ERECTION & COMMISSIONING CHARGES	
3	COMPONENT PROVE OUT CHARGES	
4	TOTAL SERVICE CHARGES (1+2+3)	

**ANNEXURE – III**

**TOTAL COST TO BHEL**

SL. NO.	DESCRIPTION	PRICE In Rs.
1	BASIC MACHINE COST	
2	TOTAL SERVICE CHARGES	
3	TOTAL COST TO BHEL (1+2)	



# STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT

*[FORMAT TO BE FILLED-UP BY THE SUPPLIER]*

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
01	<b>Terms of Delivery:</b>		
(a)	<b>Indigenous Supplies :</b> FOR - Destination means FOR - B.H.E.L., Stores [Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices].		
(b)	<b>Foreign Supplies :</b> FOB / FCA basis inclusive of SEA / AIR worthy packing and inclusive of all charges till FOB / FCA. <b>Frigh t charges up to Mumbai Port may also be quoted separately(Optional).</b>		
02	<b>Delivery Period:</b> To mention clearly the exact delivery period as it attracts contractual penalty on delays.		
03	<b>Payment Terms &amp; Security Deposit:</b> Offer with deviations to BHEL Payment Terms will be loaded @ 1.5% per month for deviated amount for deviated period for the purpose of evaluating the lowest bidder. Offers with non-acceptance of Security Deposit and advance payment are liable to be rejected. In no case BHEL shall accept liability towards interest. Payment terms mentioned here under for Indigenous and Imported Offers.		
(a)	<b>Terms of payment for Indigenous Offer:</b>		
(i)	Despatch of Goods on door delivery basis only. Goods despatched with documents presented through Bank will be loaded with corresponding bank charges.		
(ii)	80% payment will be made within 90 days from the date of receipt of material. Balance 20% + E & C will be made after successful commissioning of the equipment and subjected to submission & acceptance of Performance Bank Guarantee of 10% of contract value.		
(iii)	<b>SSI Units:</b> 80% payment will be made within 45 days from the date of receipt of material. Balance 20% + E & C will be made after successful commissioning of the equipment and subjected to submission and acceptance of Performance Bank Guarantee of 10% of contract value.		



S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
(b)	<b>Terms of Payment for Foreign Offers:</b>		
(i)	Total supplies are to be from Foreign Source. First letter of Credit for 80% value (less Agency Commission) shall be opened 1 month before confirmed date of despatch valid for 3 months and is encashable against Shipping Documents and submission of Pre-inspection Report of BHEL negotiated through bank.		
(ii)	<p>When ever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of the tender opening. This is payable on satisfactory completion of the contract.</p> <p><b>Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.</b></p>		
(iii)	The second letter of credit for 20% & E&C Charges will be opened after receipt of consignment in INDIA, valid for 3 months and encashable against submission of a Joint Protocol signed by both the parties (BHEL and Vendor) for successful commissioning and job prove out. This is subjected to the submission of Performance Bank Guarantee for 10% of contract value valid for the Warranty period of 18 months from the date of commissioning. The bank guarantee is to be attested by Indian Embassy & to be registered in India.		
(c)	<b>Security Deposit:</b> The successful tenderer shall be required to deposit within two weeks of the acceptance of his tender, security deposit of 5% (five percent) of the Contract Price in favour of the BHEL in one of the following forms.		
(i)	Cash / Demand Draft to be deposited in favour of B.H.E.L., Ramachandrapuram, Hyderabad.		
(ii)	Bank Guarantee from indogenous suppliers should be in the prescribed format from State Bank of Hyderabad or any of the Nationalised Banks.		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
(iii)	Bank Guarantee from foreign suppliers should be in the prescribed format from any Bank of international repute. This is to be attested by Indian Embassy and to be registered in India.		
04	<b>Warranty / Guarantee Period:</b> Warranty regarding workmanship, materials used, design and performance should be for a period of 18 months from the date of commissioning of equipment.		
	<b>Loading Factor for non-acceptance of Warranty Period:</b> Less than 18 months from commissioning will attract loading of AMC charges for difference of quote with warranty / guarantee period. Example : If a Supplier provides 12 months warranty period, in place of 18 months, then the difference 6 months will be loaded with AMC charges of 4% per annum for difference period of 6 months i.e. 2% of total cost will be loaded for evaluating lowest bidder.		
05	<b>Penalty:</b> Supplier should quote a definite delivery period and any delay in delivery will attract <b>Penalty of 1/2% per week subject to a max. of 10% of order value.</b> The vendor should quote only confirmed delivery. Please note that confirmed delivery indicated includes the approval of drawings, etc.		
	<b>Loading Factor for non-acceptance of Penalty Clause:</b> Will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Example : If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder.		
06	<b>Performance Bank Guarantee (PBG):</b> The Supplier shall submit a PBG for 10% of the contract value valid for Warranty / Guarantee period.		
	<b>Loading Factor for non acceptance of Performance Bank Guarantee:</b> Will attract 10% loading on the offers for evaluation of lowest bidder.		
07	<b>Erection &amp; Commissioning (E &amp; C) Charges:</b> Supplier to specify clearly the E & C Charges in the form of <b>Extra / Included / Free of Cost.</b> Requirement of technical specification need to be complied with.		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
08	<b>Essential / Mandatory Spares:</b> Supplier to specify clearly the charges of Essential / Mandatory Spares in the form of <b>Extra / Included / Free of Cost</b> . Requirement of technical specification need to be complied with.		
09	<b>Validity:</b> Supplier to mention clearly the validity date of the offer. [Minimum 180 days from tender opening date]		
<p style="text-align: right;"><b>Signature &amp; Office Seal of Vendor</b></p>			



# STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT

## *[INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER]*

<b>A</b>	<b>QUOTATIONS:</b>
1	BHEL's requirement is for capital use. Offers are invited to be submitted in two parts, consisting of a) Cover-I & Cover-II and b) Cover-III as below, which are to be submitted together before due time of tender opening.
2	<b>Cover - I : DEMAND DRAFT [D.D.]:</b> D.D. in favour of M/s. Bharat Heavy Electricals Ltd., Ramachandrapuram, Hyderabad - 502 032 for value of tender document, if called for, along with a covering letter. These are to be submitted in a sealed cover. This D.D. is non-refundable.
3	<b>Cover - II (Part-I) : TECHNICAL-CUM-COMMERCIAL AND UN-PRICED BID:</b>
(a)	This consists of complete technical details, catalogues, drawings and all commercial terms. Money values must not be indicated i.e. un-priced bid. These are to be submitted in a sealed cover.
(b)	The following formats / documents are to be filled up and submitted: (i) Filled in Technical Specification (Format enclosed), (ii) Filled in Standard Terms & Conditions for Procurement of Equipment (Format enclosed), (iii) Un-Priced Bid [In the formats of Technical Specification / Scope and typical Annexures (enclosed), confirming that the prices are quoted in price bid], (iv) Supplier Registration Form (To be downloaded from www.bhel.com), (v) The rating of the company by an international credit rating agency (Please refer concerned guideline), (vi) All relevant enclosures of above documents / formats, (vii) Complete technical / commercial details along with catalogues / instructions and (viii) Shipping weight and cubage (length, width & height) size of packing.
4	<b>Cover - III (Part-II) : PRICE BID:</b>
(a)	Prices are to be indicated as per Un-Priced Bid as per detail as well as in conformity with terms as submitted in Part I. Bidders are required to quote as per enclosed format. All applicable taxes and duties are to be indicated clearly in the offer. The comparison between indigenous and foreign bids shall be done based on landed (FOR DESTINATION) price basis. Procurement of any optional item is at the discretion of BHEL. <b>Offer with any preconditions for price will be rejected.</b>
(b)	The Suppliers should submit their best price at this stage itself. They will not be allowed to revise the price during validity period.
<b>B</b>	<b>GUIDELINES:</b>
1	The sealed tenders superscribing Tender Number, Due Date & Name of the Supplier should be addressed to <b>DGM / Purchase (CG), Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032</b> . The sealed tender should contain three separate sealed covers. The first cover containing DD superscribing TENDER FEE along with Tender Number, Tender Due Date & Name of the Supplier. The second cover containing the technical part, including all commercial terms (except price) and un-priced bid, superscribed as TECHNICAL-CUM-COMMERCIAL and UN-PRICED BID along with Tender Number, Tender Due Date and Name of the Supplier. The third cover containing only the prices super-scribed as PRICE BID along with Tender Number and Name of the Supplier. These three covers should be sealed individually and all three covers should be kept in another sealed cover superscribed with Tender Number, Due Date and Name of the Supplier.
2	The Covers-I & II, consisting of cost of tender documents as well as techno-commercial bid, will be opened first. Non-receipt of D.D. for the tender documentation will lead to rejection of offer.
3	The Technical-cum-Commercial offer will be discussed, finalised and only then the price bid of the technically acceptable offers will be opened.
4	<b>If a Supplier submits only one cover containing either techno-commercial bid or price bid or one combined bid i.e. techno-commercial bid &amp; price bid together, the offer is liable be rejected. Non-receipt of D.D., for tender document will lead to rejection of the offer. The Cover-I will be opened first.</b>
5	If a Supplier is not interested to participate in a tender for which enquiry was either forwarded or purchased by them, it has to submit a "REGRET LETTER" before opening date. <b>If not complied the concerned Supplier may not be considered for future requirements.</b>

6	BHEL reserves its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions.
7	All the bidders are to submit their offers by filling in the format of the BHEL tender documents.
8	In case of price bid, price break-up should be in line with technical specification / scope of the tender.
9	In case of Technical-Cum-Commercial bid, un-priced bid has to be used to indicate relevant commercial implications without indicating price. Terms & Conditions of Letter of Credit (L/C) are indicated herein for acceptance.
10	The equipment offered shall be strictly conforming to the specification and for complete unit including accessories, if any.
11	No offer for individual accessories or part of equipment will be accepted.
12	Supplier shall bear the L/C confirmation charges in case of confirmed L/C amended on his request.
13	Bank charges out side India are to the Supplier's account.
14	In case of L/C extension caused by delays, attributable to the Supplier, the L/C extension charges are to be borne by the Supplier.
15	Any free replacement due to short supply or warranty replacement will attract customs duty etc. All such extra expenditure to BHEL will be recovered from Supplier. Otherwise the same will be recovered from 20% balance payment, from agency commission, etc.
16	Quotation for recommended spare parts as per O&M with break-up for two years should be indicated in the offer as essential spares. <b>In order to arrive at the lowest offer BHEL will include cost of essential spares in the total cost unless specified otherwise in Technical Specification / Approved Scope.</b>
17	In the event that if any essential spares are not quoted though the same has been asked for and subsequent it is found that this is required, then any consequential loss due to this machine failure during 2 years will be recovered from the Equipment Supplier.
18	Supplier will have to ensure deputation of their Engineers for Erection & Commissioning or for attending to any complaint during warrantee / guarantee period within 7 days' of intimation. In case of delay BHEL reserves the right to get the job completed at the risk and cost of the Supplier.
19	BHEL reserves its right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units.
20	The Supplier to provide Business Information Report incorporating the rating of the company by international credit rating agencies, viz., DUNS number of M/s. DUN & Bradstreet (D & B), etc. along with technical offer.
21	Income tax which is to be deducted at source on E & C Charges / Services Charges / Technical Fees are to be borne by the Supplier / Service Provider.
22	BHEL will have the option to pre-inspect the machine / equipment at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL but that does not absolve the Supplier from giving the performance as agreed upon. The final inspection will, however, be carried out at BHEL's works at Hyderabad.
23	Pre - inspection & Training to BHEL Staff : Travel & other local stay cost for the Engineers sent by BHEL will be to BHEL account. Any training charges either at Suppliers' works or any other place will be borne by the Suppliers.
24	The manufacturing progress will have to be furnished to BHEL periodically in the form and manner required by BHEL.
25	Supplier must submit with their offer list of Customers [with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any)] to whom they have supplied same / similar machine in the past five years. The date of supply should also be indicated. This is applicable unless specified otherwise in Technical
26	The Suppliers who have manufactured at least one equipment of same or higher size for similar applications in the past ten years and such equipment(s) is (are) working satisfactorily for at least 2 years after commissioning or as per Technical Specification are qualified to quote and should enclose a reference list and performance certificate.
27	The quotation should be valid at least for a period of 180 days from the tender opening date. Price Variation Clause within this period will not be entertained.
28	Tenders will be received upto 14.00 Hours on the said due date and will be opened on the same day at 14.30 Hours.

29	Tenders which have been posted by registered post through the postal department in time before the opening date but received after tender opening shall be treated as regular tenders. (NOTE : In time before the opening date means that the offer is to be posted so as to reach before tender opening).
30	Complete Technical-cum-Commercial offer should be submitted in two sets, one original and another copy. The offer should invariably contain Signature & Office Stamp of the Supplier.
31	<b>For the purpose of comparing prices, tender prices shall be converted to Indian rupees and the conversion shall be made by using the Import Bills Rate (IMP Bills) (exchange) rate quoted by the official source (RBI) on the date of opening of tenders published in the same day newspapers, such as Economic Times, Financial Express, etc. This exchange rate will be followed till placement of order.</b>
32	<b>Placement of order will be considered only for lowest offer on Total Cost to BHEL basis.</b>
33	The Purchase / Price preference to Government of India Undertakings shall be given as per the guide lines of Government.
34	With respect to conformance to BHEL's Terms & Conditions, if any Supplier's offer is found to be non-conforming to specific Terms & Conditions, BHEL will have the option of loading such offer with the highest quote submitted by other participating Supplier in the tender. For example, if the offer of a Supplier does not include cost for Spares / FOB Charges / Training Charges, etc., highest price offered by others will be loaded to evaluate the lowest bidder. But the order will be placed on the price quoted by the party without affecting the scope of supply.
35	Five (5) sets of Operation & Maintenance Manual shall be supplied along with the equipment.
<b>C</b>	<b>TERMINATION CLAUSES:</b>
1	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.
2	Obtaining the Export Licence, if required, is the responsibility of the Supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent Supplier has to give the undertaking and BHEL has a right to encash Bank Guarantee.
<b>D</b>	<b>INDIAN AGENT:</b>
1	The Supplier to furnish authenticated copy of the Agency Agreement with his agent detailing precise relationship between them and their mutual interest in the business so as to consider the offer of Indian Agent for indigenous portion of the supply along with techno-commercial bid. For main equipment the offer should be from Principal / Original Equipment Manufacturer.
2	The Supplier to furnish original authorisation letter for the Indian Agent. The letter should contain name, contact person, complete postal address including phone, fax and e-mail ID. It must spell out the type of services to be rendered by Indian Agent.
<b>E</b>	<b>SECURITY DEPOSIT:</b>
1	The security deposit shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alternations or extensions of time as may be made, given, conceded or agreed to between the Supplier / Vendor and BHEL under these Terms & Conditions or otherwise.
2	The security deposit furnished by the tenderer will be subject to the terms and conditions of the Contract finally concluded between the parties and the BHEL will not be liable for payment of any interest on the security deposit or any depreciation thereof.
3	Non-acceptance of security deposit is liable to reject the offer. The successful bidder shall be required to furnish security deposit within two weeks of acceptance of his order.
4	The security deposit should be furnished as per proforma prescribed by BHEL along with order. The security deposit shall be refunded / bank guarantee released on application by contractor after commissioning of the equipment and after it has discharged all his obligations under the contract and produced a certificate from BHEL, certifying due completion of the work and submitted a 'No Demand Certificate'.
<b>F</b>	<b>PERFORMANCE BANK GUARANTEE:</b>
1	Performance Bank Guarantee should be as per proforma to be given by BHEL along with order. The PBG shall be submitted for effecting the balance 20% payment.

2	Performance Bank Guarantee of foreign supplier is to be attested by Indian Embassy and to be registered in India.
3	Performance bank guarantee shall be released on application by the Contractor after commissioning of the equipment and after he has discharged all his obligations under the Contract and produced a certificate from BHEL, certifying due completion of the work and submitted a "No Demand Certificate".
<b>G</b>	<b>TERMS &amp; CONDITIONS FOR LETTER OF CREDIT (L/C):</b>
1	Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the above import Licence No and certifying goods evidencing shipment / airfreight of the above merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. The Indian agent's commission, if any, is payable in India in Indian rupees only.
2	Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce.
3	One set of Original and two sets of Non-negotiable copies of 'signed', 'clean on board' Ocean Bill of Lading of a Conference Line Vessel, showing Government of India Account M/s. Bharat Heavy Electrical Ltd, Unit:HPEP, Ramachandrapuram, Hyderabad as consignee (The opening bank should not be notified as consignee), marked freight prepaid / payable at destination, OR Airway Bills / Air consignment notes / House Airway Bills showing the applicant as the consignee and marked freight prepaid / payable at destination, indicating flight number and date.
4	Packing list in 4 copies in English, indicating dimensions of each case / bundle / piece shipped, with weight and number of items it contains.
5	Certified copy of the cable / fax sent by the beneficiary to the applicant (Fax No. 0091-40-23021954, 0091-40-23021910) giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order number & date; (b) Bill of Lading No & date / Airway Bill No & dated and Flight no & date; (c) Name of vessel; (d) Port of Loading; (e) No of case / pieces and weight; (f) Invoice no, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 3 days of shipment.
6	Beneficiary's certificate showing the relevant airmail / courier reference no and date that the following clauses have been complied with :
7	(a) Beneficiary should forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, World Trade Centre, Cuffe Parade, Colaba, Mumbai - 400 005, India (Fax No. 0091-22-22187850 / 22180748)
	(b) Beneficiary should forward 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.
8	Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.
9	Manufacturer's Inspection / Test certificate in triplicate.
10	Manufacturer's Normal Guarantee / Warrantee certificate as per Purchase Order. The material should be guaranteed for a period of 18 months after putting into service or 24 months from the date of despatch whichever is earlier unless specified otherwise in Technical Specification.
11	Certificate from Shipping company or its agent that carrying steamer is seaworthy and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time.
12	Inspection / Test Certificate issued by M/s Lloyds Register of Industrial Services or as specified in the Purchase Order.
<b>H</b>	<b>CONDITIONS FOR TRANSPORTATION:</b>
1	All documents must show the Purchase Order No & Date, Import Licence No & Date, Letter of Credit No & Date.
2	Transshipment is Prohibited.
3	Loading on deck not permitted.
4	Shipping / Airlifting and Forwarding Agents should be as indicated.

5	A transport document which is produced or appearing to have been produced by reprographic, automated or computerised systems or as carbon copy will be accepted as an original document provided that it is marked as original and where necessary, appears to be signed.
6	The transport document must contain all the conditions of carriage on the original document.
7	The transport document must not indicate the place of destination as being different from the port of discharge.
8	The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.
9	The transport document must be issued by the carrier or his agent and not by any freight forwarder.
10	The transport document must not contain a provision that goods may be carried on deck.
11	Transport documents bearing reference by stamp or otherwise to costs additional to the freight charges are not acceptable.
12	The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 21 days after the date of shipment / airfreight and in any case not later than the expiry date of the Credit.
13	Each case / bundle / piece should be painted with 4 " wide yellow colour strip around it for facilitating easy identification at port of discharge.
14	In case of consignments where individual items are listed in the packing list / Invoice, the price and values for each & every item should be indicated.
<b>I</b>	<b>REVERSE AUCTION (RA) / ON LINE BIDDING ON INTERNET:</b>
1	BHEL reserves the right to resort to Reverse Auction Procedure i.e. On Line Bidding On Internet, instead of Opening the submitted sealed bid, which will be decided after technical evaluation. The General Terms & Conditions for RA are as below:
2	For the proposed reverse auction, technically and commercially accepted bidders shall be eligible to participate.
3	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.
4	BHEL will inform the Supplier in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
5	Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
6	Suppliers 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.
7	BHEL will provide the calculation sheet (e.g., Excel sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services, loading factors (for non-compliance to BHEL Standard Terms & Conditions), etc. for each of the Supplier to enable them to fill-in the price and keep it ready for keying in during the Auction.
8	Reverse auction will be conducted on scheduled date & time.
9	At the end of Reverse Auction event, the lowest bidder value will be known on the network.
10	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.
11	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 Supplier to conduct business with BHEL as per prevailing procedure.
12	In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price
<b>Note :</b> The bidders should comply the above Terms & Conditions. Non-adherence may lead to rejection.	



**Signature of Vendor / Supplier**