

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - Fossil Boilers
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

PHONE: 91-44-28158821 GRAMS: BHARATELEC FAX NO: 910431/520730 Page

1/2

E-mail : Web :

ENQUIRY (INDIGENOUS)

 Collective No.
 Enquiry Date
 Due Date For Quotation

 2680700062
 26.11.2007
 27.12.2007

OFFICE COPY

Please quote Enquiry No, Date and due date in all correspondences.

This is only a request for quotation and not an order

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	^	NO	2.000	2.00	28.04.08

PART - A
QUALIFYING CRITERIA FOR THE SUPPLY OF
DOUBLE ACTING HYDRAULIC CYLINDER
ASPER THE ANNEXURE - I
PART B
TECHNICAL SPECIFICATION FOR DOUBLE
ACTING HYDRAULIC CYLINDER ASPER THE
ANNEXURE - II
Hydraulic cylinder
660x620x2032stroke

General Note:

- 1.,,PLEASE SUBMIT YOUR DETAILED OFFER AS TWO PARTBIDSYSTEM IE.TECHNICAL OFFER IN ONE SEALED COVER AND COMMERCIAL OFFER IN ANOTHER SEPARATE SEALED COVER.
- 2.,,POINT-TO-POINT CONFIRMATION TO BHEL'S SPECIFICATION AND COMMERCIAL TERMS & CONDITIONS SHOULD BE PROVIDED IN THE ENCLOSED SHEET.
- 3.,,PAMENT TERMS STRICLY AS PER OUR PAYMENT TERMS INDICATED IN THE ANNEXURE.

Enclosures:

"LD clause has to be confirmed without fail."

PR Links

Material.

Material. PR.No

PR.Item. 00010 Quanity

2.000

Acc. Assign /000000

Customer Number

list of suppliers

RFQ-5400004663 SIEMPELKAMP PRESSEN SYSTEME GMBH & CO

23149241

The offers should reach us before the time of opening of tenders.

The offers will be opened at 14:30 hours on the due date in the presence of the tenderers who may like to be present.

Late tenders are liable to be rejected.

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED

MANAGER / PURCHASE (Fossil Boilers)

सण्य इस्म स्ट्रा

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - Fossil Boilers
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

2680700062 / 26.11.2007

17081

POSTFACH 2547 D-47725 KREFELD

RFQ-5400004664 MOUTANHYDRAULIK GMBH, BAHNHOT STRASSE-39, 59439,HOLZWICKEDE, GERMANY

RFQ-5400004665
HUNGER HYDRAULIC INDIA PVT.LTD.,
4E,CRESCENT TOWER (4TH FLOOR),
229,AJC BOSE ROAD,
KOLKATA
PIN- 700020

RFQ-5400004666
SALZGITTER HYDRAULICS PVT.LTD.,
59-B,C.I.E.EXPN.,GANDHI NAGAR,
BALANAGAR,
HYDERABAD
PIN- 500037

The offers should reach us before the time of opening of tenders. The offers will be opened at 14:30 hours on the due date in the presence of the tenderers who may like to be present. Late tenders are liable to be rejected.

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED

MANAGER / PURCHASE (Fossil Boilers)

CAPITAL PURCHASE

COMMERCIAL TERMS AND CONDITIONS

1.0 QUOTATIONS

The Bidders shall submit the offer in **THREE INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

Envelope I: This sealed envelope should contain the required EMD amount of Rs 1 Lakh.

Envelope II: This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked <u>"Part II - Technical and commercial bid"</u>, indicating Enquiry No., Due Date and Address & Reference of the Bidder.

Envelope III: This sealed envelope should contain <u>price details</u>. This envelope should be clearly marked <u>"Part III - Price bid"</u>, indicating Enquiry No., Due Date and Address & Reference of the Bidder.

All the three envelopes (Part I,II & III) shall be put in one cover, duly sealed, super scribing as Part I, Part II and Part III of Enquiry No., due date of opening and the address and reference of the Bidder.

The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered.

Tender should not be addressed to any Individual's name but only by designation to:

SENIOR MANAGER / CAPITAL PURCHASE / MFG BHARAT HEAVY ELECTRICALS LIMITED HIGH PRESSURE BOILER PLANT TIRUCHIRAPALLI - 620 014 TAMIL NADU, INDIA

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested. All amount shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Offers should be in **ENGLISH** and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in **ENGLISH** or otherwise, the offers will not be considered.

2.0 PART I (TECHNICAL & COMMERCIAL BID)

2.1 Technical

This part shall include / indicate the following:

- 2.1.1. Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- 2.1.2. Point by point confirmation for the Technical Specification enclosed to be provided. if there are any deviation, the same should be clearly specified. Offers received without confirmation to our specification will be liable for rejection.
- 2.1.3. List of customers to whom same or similar equipment have been supplied along with performance certificates to be enclosed.
- 2.1.4. Relevant catalogues to be attached
- 2.1.5. List of spares parts (with part numbers) for two years operation and maintenance should be attached.
- 2.1.6. Information on shipping weight and cubage (length, width & height) to be provided.

2.2 Commercial

This part shall include / indicate the following:

- 2.2.1. Station of despatch
- 2.2.2. Terms of payment
- 2.2.3. Taxes & duties applicable.
- 2.2.4. Delivery Schedule
- 2.2.5. Offer validity
- 2.2.6. A copy of "Un-Priced Part III" i.e., a copy of the Price Bid without the price details to be enclosed.

3.0 PART III (PRICE-BID)

This part should contain the schedule of price particulars and to be co-related to the technical details provided in Part II.

4.0 **OPENING OF TENDERS**

The part I – EMD would be opened on the tender opening date and if EMD is not furnished the offer will be duly rejected.

The Part II- Technical & commercial bid would be opened on the Tender opening date.

The Part III - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date.

Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part III - price bid.

5.0 GENERAL

- 5.1. Incomplete offers will not be considered.
- 5.2. Fixed price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
- 5.3. Bid currency: Bidders should submit the prices only in Indian Rupees.
- 5.4. Terms of Delivery: Bidders are required to quote their best delivery period. Bidders should submit their offer for FOR Despatching station.
- 5.5. Taxes and Duties: All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TNGST No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our T.N.G.S.T No. 356005 Dt. 04-04-1995, C.S.T. No. 239383 dt. 11-06-1991 and TIN NO.33243560005...
- 5.6. Validity: The offers for main equipment and spares shall be kept open for acceptance for 120 days (one hundred and twenty days) from the date of opening of the tender (Part I).
- 5.7. Terms of Payment:
- 5.7.1. Indian Bidders
- 5.7.1.1. The preferred payment terms are indicated below:

SUPPLY PORTION:

- 5.7.1.2. 100% payment, within 45 to 90 days, after receipt / acceptance / commissioning of equipment at BHEL, Tiruchi.
- 5.7.1.3 86% value of the goods will be paid within 45 to 90 days against dispatch documents negotiated through bank. Balance 20% against submission of supplementary invoice will be paid on acceptance / commissioning of goods and also against remittance of required Security Deposit to BHEL in accordance with the terms of the Contract.

 All bank charges are to vendor's account only.

ERECTION & COMMISSIONING PORTION:

5.7.1.4 100% of the Erection / commissioning charges (in case contract involves erection/commissioning) shall be paid only on completion of such erection / commissioning at BHEL and also against remittance of required Security Deposit to BHEL in accordance with the terms of the Contract.

CONT...3 5.8 Liquidated damages: It is clearly understood among the parties to the contract the "Time is the essence of the contract". Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or despatches the goods, beyond the delivery period specified the purchaser will have no obligation to accept the goods. If accepted liquidated damages at the rate of 1/2% of the value of goods delayed for each week of delay subject to a maximum of 15% of the order

value will be levied. Liquidated damages (a) ½% per week subject to a maximum of 15% of the Erection Charges shall be applicable for delay in the Period for completion of the Retrofitting / Reconditioning work

- 5.9 Risk purchase: Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.
- 5.10 Test certificates / Operating and Maintenance manuals : The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.
- 5.11 Cenvat credit: If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tenderer is availing CENVAT credit for his input materials, the effect of proforma credit should be passed on to the purchaser.
- 5.12 Packing and marking: The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
- 5.13 Purchase preference will be given to CPSUs as per Government guidelines.
- 5.14 BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.

For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail sdharma@bheltry.co.in

CAPITAL PURCHASE / MM / FB Bharat Heavy Electricals Limited, Trichirapalli – 620 014 (To be filled and submitted alongwith Technical Bid)

	(To be filled and submitted alongwith Technical Bid)					
SI.N	BHEL Commercial Terms and Conditions	Vendor's				
0		acceptance				
i	Technical confirmation to BHEL's Specification as called for in BHEL					
!	Format shall be furnished. If needed additional sheets shall be used.					
	Prices shall be quoted item wise only as per the model format					
ļ ·	enclosed. An unpriced copy shall be submitted alongwith technical					
ļ	bid wherein the applicable Taxes and Duties shall be clearly specified.					
	Prices shall be quoted on "FIRM PRICE" basis only.					
	Validity of offer shall be for a minimum period of 120 days from the					
	date of Tender opening					
.	Delivery period (for supply portion) from the date of Letter of Intent					
	shall be clearly mentioned in the offer.					
-	Period for completion of the Retrofitting / Reconditioning work					
	at BHEL shall be clearly specified in the offer					
	Liquidated damages @ 1/2% per week subject to a maximum of 15%					
1	of the order value shall be applicable for delay in deliveries for supply					
	portion.					
	Liquidated damages @ 1/2% per week subject to a maximum of 15%					
! !	of the Erection Charges shall be applicable for delay in the Period for					
!	completion of the Retrofitting / Reconditioning work					
i	Following Risk Purchase clause shall be applicable:					
	The purchaser at his option will be entitled to terminate the contract and					
•	to purchase elsewhere at the risk and cost of the seller either the whole					
	of the goods or any part which the supplier has failed to deliver or	į				
	dispatch within the time stipulated or if the same were not available , the					
	best and the nearest available substitute therefore. The supplier shall be	+				
	liable for any loss which the Purchaser may sustain by reason of such risk	i				
,	purchases.					
-	Submission of Performance Bank Guarantee (PBG):					
	Vendor should provide a performance bank guarantee(PBG) for 10% of					
	the total Purchase order value valid for a period of 12 months from the	İ				
i	date of commissioning (or) 18 months from the date of dispatch					
7	whichever is later with an additional claim period of 2 months. This PBG					
	shall form one of the documents for effecting payment. The PBG shall be					
	submitted in non-judicial stamp paper value of not less than Rs.80/-					
	issued by any one of the following banks who is a member bank in our					
-	consortium of banks.					
	1) State Bank of India, 2) State Bank of Hyderabad, 3) State					
1	Bank of Travancore, 4) State Bank of Mysore, 5) Canara bank,					
]	6) Bank of Baroda, 7) Punjab National bank, 8) Deutsche Bank,					
	9) HDFC Bank, 10) Standard Chartered Bank, 11) Citi Bank, 12)					
	Standard Chartered Grindlays Bank 13) Bank of America and					
	14) Any one of the Nationalised banks.					

 Payment terms for supply portion: 100% payment will be made within 45 to 90 days after receipt and acceptance / commissioning of goods at BHEL. (or) 80% value of the goods will be paid within 45 to 90 days against dispatch documents negotiated through bank. Balance 20% will be paid within 45 to 90 days from the date of acceptance / commissioning of goods against submission of supplementary invoice and also against submission of PBG for 10% of Order value with required validity. 	
All bank charges are to vendor's account	ı
only.	l
Payment terms for Erection / commissioning charges: 100% of the Erection / commissioning charges (in case contract involves erection/commissioning) shall be paid only on completion of such erection / commissioning at BHEL and also against remittance of required Security Deposit to BHEL in accordance with the terms of the Contract. The equipment shall be guaranteed for a period of 24 months from the date of commissioning. All Equipments / Services including concerned Personnel for carrying out the erection and commissioning of the Equipment shall be arranged by the vendor. If any Service is availed from BHEL, it is only on chargeable basis unless otherwise specified. The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no	
extra cost.	
Offers should be submitted only in sealed cover super-	•
scribing clearly the Enquiry reference and due date.	
serioning eleatify the Eniquity reference and due date.	

It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.

Signature & Office seal of the vendor

BHEL ENQUIRY NO & DATE

VENDOR OFFER REF NO & DTAE

MODEL PRICE BID FORMAT FOR INDIGENOUS VENDORS

S.No. Description of Item

Unit

Qty

Rate

Value

Ex-work Value

Packing & Forwarding Charges, If any

FOR /Dispatching Station value Rs.

% Of Excise Duty (extra or inclusive)

% Of TAX (TNGST with FORM-17 or CST with C-FORM)

% Of TAX (TNGST without FORM-17 or CST with C-FORM)

% Of Any other Tax applicable other than the above

Approximate Freight charges Rs.

Approximate Transit Insurance charges Rs. :

Approximate Gross Weight, Net. Weight &

Dimensions of the Consignment

Signature & Seal of Vendor

NOTE: The Price bid should submitted strictly in line with the above FORMAT.

CAPITAL PURCHASE

COMMERCIAL TERMS AND CONDITIONS

1.0 QUOTATIONS

The Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be scaled in one outer envelope.

Envelope I This sealed envelope should contain all the copies of technical bid together with unpriced commercial bid. This envelope should be clearly marked <u>"Part I - Technical and commercial bid"</u>, indicating Enquiry No., Due Date and Address & Reference of the Bidder.

Envelope II This sealed envelope should contain <u>price details</u>. This envelope should be clearly marked <u>"Part II - Price bid"</u>, indicating Enquiry No., Due Date and Address & Reference of the Bidder.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscribing as Part I and Part II of Enquiry No., due date of opening and the address and reference of the Bidder.

The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered.

Tender should not be addressed to any Individual's name but only by designation to:

SENIOR GENERAL MANAGER / CAPITAL PURCHASE / MM / FB BHARAT HEAVY ELECTRICALS LIMITED HIGH PRESSURE BOILER PLANT TIRUCHIRAPALLI - 620 014 TAMIL NADU. INDIA

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested. All amount shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Offers should be in **ENGLISH** and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in **ENGLISH** or otherwise, the offers will not be considered.

2.0 PART I (TECHNICAL & COMMERCIAL BID)

2.1 Technical

This part shall include / indicate the following:

- 2.1.1. Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- 2.1.2. Point by point confirmation for the Technical Specification enclosed to be provided, if there are any deviation, the same should be clearly specified. Offers received without confirmation to our specification will be rejected.
- 2.1.3. List of customers to whom same or similar equipment have been supplied along with performance certificates to be enclosed.
- 2.1.4. Relevant catalogues to be attached
- 2.1.5. List of spares parts (with part numbers) for two years operation and maintenance should be attached.
- 2.1.6. Information on shipping weight and cubage (length, width & height) to be provided.
- 2.1.7. Incase of foreign bidder offer, the Principal's technical offer should be enclosed.

2.2 Commercial

This part shall include / indicate the following:

- 2.2.1. Port of shipment / Station of despatch
- 2.2.2. Terms of payment
- 2.2.3. Taxes & duties applicable.
- 2.2.4. Delivery Schedule
- 2.2.5. Offer validity
- 2.2.6. Country of origin

- 2.2.7. Percentage of agency commission if any along with a copy of Agency agreement.
- 2.2.8. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without the price details to be enclosed.

3.0 PART II (PRICE- BID)

This part should contain the schedule of price particulars and to be co-related to the technical details provided in Part I.

4.0 OPENING OF TENDERS

The Part I - Technical & commercial bid alone would be opened on the Tender opening date.

The Part II - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date.

Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II - price bid.

5.0 GENERAL

- 5.1. Incomplete offers will not be considered.
- 5.2. Fixed price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
- 5.3. **Bid currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their home currency.
- 5.4. Terms of Delivery: Bidders are required to quote their best delivery period. Foreign Bidders should submit their offer for net FOB Nearest Sea / Air Port. Indian Bidders should submit their offer for FOR Despatching station.
- 5.5. Taxes and Duties: All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TNGST No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our T.N.G.S.T No. 356005 Dt. 04-04-1995, C.S.T. No. 239383 dt. 11-06-1991.
- 5.6. Validity: The offers for main equipment and spares shall be kept open for acceptance for 120 days (one hundred and twenty days) from the date of opening of the tender (Part I).
- 5.7. Terms of Payment:
- 5.7.1. Indian Bidders
- 5.7.1.1. The preferred payment terms are indicated below:
- 5.7.1.2. 100% payment, within 45 to 90 days, after receipt / acceptance / commissioning of equipment at BHEL, Tiruchi, against 10% Performance Bank Guarantee on total order value.
- 5.7.1.3. 80% payment against documents through bank within 45 to 90 days, (after pre-despatch inspection) and balance 20% payment after receipt / acceptance / commissioning of the equipment against 10% Performance Bank Guarantee on total order value.

5.7,2. Foreign Bidders

An Irrevocable Letter of Credit shall be established for 80% of the value of the goods. Balance 20% shall be paid on receipt / acceptance / commissioning of the goods at BHEL against 10% Performance Bank Guarantee on total order value. All bank charges outside India are to Vendor's account.

5.8. Performance Bank Guarantee (PBG): The Bidder, in the event of an order, should furnish a bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a proforma prescribed by BHEL, alongwith the order, for an amount equivalent to 10% (Ten percent) of the value of the contract. The PBG shall be valid for period of 18 months from the date of despatch or 12 months from the date of receipt / acceptance / commissioning of the equipment at BHEL, Tiruchi which ever is more, with a claim period of two months.

- 5.9. Liquidated damages: It is clearly understood among the parties to the contract the "Time is the essence of the contract". Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or despatches the goods, beyond the delivery period specified the purchaser will have no obligation to accept the goods. If accepted liquidated damages at the rate of 1/2% of the value of goods delayed for each week of delay subject to a maximum of 15% of the order value will be levied.
- 5.10. Risk purchase: Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.
- 5.11. Agency commission: In case of Foreign Bidders, agency commission if any, payable to their Indian Agents, shall shown separately in the Offer. This will be paid by us in India, in Indian Rupees, on satisfactory completion of the Contract. Copies of current Agency Agreement / Authorization Letter in respect of Agency Commission shall be furnished alongwith offer. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of offer will be taken.
- 5.12. **Test certificates** / **Operating and Maintenance manuals**: The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.
- 5.13. Modvat credit: (for Indian Bidders only) If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for his input materials, the effect of proforma credit should be passed on to the purchaser.
- 5.14. Packing and marking: The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
- 5.15. Indian agents representing Foreign Manufacturer: Indian agents representing foreign manufacturer should enclose with their offer the letter from their Principal authorising the Indian agent to submit the offer on the Principal's behalf. However the original offer should be directly from the Principal. In case the Indian agent submits offer on their Letter head then a cover letter (in original) from the Principal should be enclosed, clearly mentioning that they are bound by the offer submitted by the Indian agent on their behalf.
- 5.16. Purchase preference will be given to CPSUs as per Government guidelines.
- 5.17. BHEL shall be at liberty to reject or accept any tender. part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.

For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail sdharma@bheltry.co.in

BHARAT HEAVY ELECTRICALS LIMITED, TRICHIRAPALLI – 620 014 CAPITAL PURCHASE/MM/MFG

(To be filled and submitted along with Offer)

BHEL Commercial Terms and Conditions for Import Supplies	Vendor's Confirmation / Comments
Technical confirmation to BHEL's Specification as called for in BHEL Format shall be furnished. If needed additional sheets shall be used.	
Prices shall be quoted item wise only as per the model format enclosed.	
Prices shall be quoted on "FIRM PRICE" basis only. The prices should by only on	<u> </u>
FOB FCA basis inclusive of Packing & Forwarding charges if any.	
Validity of offer shall be for a minimum period of 120 days from the date of Tender	
opening	
Delivery period from the date of Letter of Intent shall be clearly mentioned in the offer.	
Liquidated damages @ ½% per week subject to a maximum of 15% of the order value	
shall be applicable for delay in deliveries.	
Following Risk Purchase clause shall be applicable:	
The Purchaser at his option will be entitled to terminate the contract and to purchase	
elsewhere at the risk and cost of the seller either the whole of the goods or any part which	
the supplier has failed to deliver or dispatch within the time stipulated or if the same were	!
not available, the best and the nearest available substitute therefore. The supplier shall be	
Inable for any loss, which the Purchaser may sustain by reason of such risk purchases.	
Payment terms for Foreign vendor (Principal):	
80% value of the goods will be paid through an irrevocable Letter of Credit established by	
our bankers. Balance 20% will be paid against acceptance / commissioning of goods for	
which supplementary invoice and PBG for 10% of total Purchase order value shall be	}
submitted. All bank charges outside India are to vendor's account only.	
Payment terms for Indian Agent:	
Indian Agency commission, if any, shall be clearly specified in the offer and the same will	
be paid in Indian Rupees against acceptance / commissioning of the equipment.	
	!
Erection / commissioning:	
Erection commissioning shall be done at free of cost.	İ
Submission of Performance Bank Guarantee (PBG):	
Vendor should provide a performance bank guarantee (PBG) for 10% of the total Purchase	*
order value valid for a period of 12 months from the date of commissioning (or) 18 months	
from the date of dispatch whichever is later with an additional claim period of 2 months.	
This PBG shall form part one of the documents for effecting the balance 20% payment.	
Part Shipment or Transhipment is not permissible	
In case of any short shipment in the main equipment / spares, where separate rates are not	1
available in the contract, the customs duty levied on such supplies, shall be borne by the supplier / Indian agent.	
Any warranty replacement during warranty period shall be supplied free of charge on FOR	
BHEL, Trichy basis.	
Equipment will be inspected and proved at vendor's works prior to dispatch. However final	
inspection and acceptance of equipment will be after installation at BHEL. Trichy.	
The equipment shall be guaranteed for a period of 12 months from the date of	
commissioning.	
The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance	
Manuals etc., as called for in the Technical Specification, in the required number of copies	
at no extra cost.	,
Offers should be submitted only in sealed cover super-scribing clearly the Enquiry	[
reference and due date.	

NOTE:-

- a) It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.
- b) The prices are to be offered only on FOB/FCA basis, inclusive of Packing & Forwarding charges if any.
- c) Your specific acceptance to our <u>Payment terms</u>, <u>LD</u>, <u>Risk Purchase Clause & Submission of PBG</u> for 10% of the order value are essential for consideration of your offer. Other wise your offer is liable for rejection.

BHEL ENQUIRY NO & DATE

VNDOR OFFER REF NO & DTAE

MODEL PRICE BID FORMAT FOR FOREIGN VENDORS

S.No. Description of Item

Unit

Qty

Rate

Value

Ex-work Value

- Packing & Forwarding Charges, If any

FOB /FCA Charges, if any

FOB Value

Approximate Freight Charges

Approximate Transit Insurance Charges

Approximate Gross Weight, Net. Weight &

Dimensions of the Consignment

Signature & Seal of Vendor

NOTE: The Price bid should submitted strictly in line with the above FORMAT.