



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
रामचंद्रापुरम, हैदराबाद
मानव संसाधन विकास केंद्र
BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM, HYDERABAD-502032
Human Resource Development Centre



PART-I: TECHNICAL BID

Specification	Requirement	Supplier confirmation (Yes/No)	Supplier remarks
Brand	--		
Model	--		
Type	Wireless		
Form factor	Hand held & Lapel (Collar)		
Range of transmission	30m		
Polar Pattern (Hand & Lapel mic)	Cardioid		
Microphone transducer type	Condenser		
Frequency Response	20Hz-20kHz		
Sensitivity	6-9 mV		
LED Indicator	Required		
On/Off switch	Required		
Volume Control	Yes		
Output	Individual Channel: XLR		



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Specification	Requirement	Supplier confirmation (Yes/No)	Supplier remarks
Audio Connector Type	XLR		
Power Source (Receiver)	240v AC		
Power Source (Microphone)	2 x 1.5V AA		
Copy of latest purchase order of similar product supplied to other clients	PO not older than two years		
OEM authorized/recognized suppliers to submit proof			

Ph: 040 - 2318 2467

E-mail of Purchase Executive: saikiranreddy@bhel.in

BHARAT HEAVY ELECTRICALS LIMITED

RAMACHANDRAPURAM, HYDERABAD – 32
(A GOVERNMENT OF INDIA UNDERTAKING)

Human Resource Development Centre (HRDC)

TENDER SCHEDULE

TENDER NO: **HY/HRDC/OT-01/2022-23**

DESCRIPTION: **SUPPLY & INSTALLATION OF WIRELESS MICROPHONE (LAPEL AND HANDHELD)**

QUANTITY: As per enquiry

DELIVERY SCHEDULE FOR SUPPLY FROM THE DATE OF PURCHASE ORDER-

NOT EARLIER THAN : **NOT APPLICABLE**

NOT LATER THAN : **3 Months**

GRACE DELIVERY PERIOD WITH LOADING FACTOR : **3 Days**

MAXIMUM ACCEPTABLE DELIVERY PERIOD: **3 Weeks**

DELIVERY SCHEDULE FOR INSTALLATION FROM THE DATE OF READINESS OF SITE (WHICH IS TO BE INTIMATED BY BHEL)

: **1 Week**

E&C CHARGES AS PERCENTAGE OF TOTAL VALUE : **0%**

LAST DATE FOR SALE OF DOCUMENTS :

DUE DATE :

COST OF TENDER DOCUMENTS: Rs Nil /-

Performance Bank Guarantee (PBG): **Not Applicable**

CONTRACT EXECUTION BANK GUARANTEE (CEBG):- **Not Applicable**

Supplier Signature with Stamp

Preliminary Registration for Downloading The Tender Documents
[To Be Filled-in and E-mailed to Purchase officer who has tendered In advance]

To:
Dy Manager/HRDC
HRDC, Near Peddamma Temple
BHEL R.C Puram, Hyderabad-32, Telangana
Email: saikiranreddy@bhel.in

Dear Sir,

We wish to participate in the tender for Supply & Installation of wireless microphone (Lapel and Handheld)
Enquiry No.: **HY/HRDC/OT-01/2022-23**

Address of Principal / Manufacturer:

Phone: _____
Fax: _____ E-mail: _____ Contact Person: _____

Address of Indian Agent (if any):

Phone: _____
Fax: _____ E-mail: _____ Contact Person: _____

NOTE:

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 / downloading. In case of extension and corrigendum the same will be uploaded onto the BHEL Website (<https://www.bhel.com/tenders>). No separate intimation / publication will be issued. Supplier need to forward this document after duly authentication.

Signature of Vendor / Supplier

INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER	
STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF	
CAPITAL EQUIPMENT	
A	QUOTATIONS:
1	BHEL's requirement is for capital use. Signed & Sealed offers are invited for the Scope of Supply of goods and Services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer. Offers addressed to Dy.Manager/HRDC, BHEL, Hyderabad must be sent in a sealed cover on which tender enquiry number and the due date shall be super subscribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex (BHEL Ramachandrapuram-502032) on or before the specified time and date of submission of offers, preferably in the bidder's envelope : Two part bid consisting of i) Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission , duties, taxes and other charges, except the price, super scribing enquiry No. (Techno-Commercial Bid) and due date Signed and Stamped Terms and conditions of contract, if any is required to be attached along with Techno-commercial Bid - (Part-1) AND ii) Price Bid (Part-II) ,containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover super subscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a third cover super subscribing Enquiry no. & due date. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid. Bidders can also submit offer through email. The offer is to be submitted in two part. Technical offer to be submitted to mail ID technicalbid_hyd@bhel.in, and Price bid to be submitted to mail ID pricebid_hyd@bhel.in as an attachment only. Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry No. Due date and Supplier name, Supplier address including contact details shall be mentioned in the content of the mail. Without these details offer is liable for rejection.
2	Cover - I (Part-I) : TECHNICAL-CUM-COMMERCIAL AND UN-PRICED BID:
(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, confirming that the prices are quoted in price bid], (iv) Declaration with regard to Registration with BHEL (Supplier Registration Form to be filled and submitted online through our website www.bhel.com),
3	Cover - II: PRICE BID:
(a)	Prices are to be indicated as per Un-Priced Bid as per detail as well as in conformity with terms as submitted. 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. Processing of any optional item is at the discretion of BHEL. Offer with any preconditions for price will be rejected.
(b)	The bidders should submit their best price at this stage itself. They will not be allowed to revise the price during validity period.
B	GUIDELINES:
1	The Technical-cum-Commercial offer will be discussed, finalised and only then the price bid of the technically acceptable offers will be opened.
2	If a Supplier submits only one soft copy containing either techno-commercial bid or price bid or one combined soft copy bid i.e. techno-commercial bid & price bid together, the offer is liable be rejected.

3	If a Supplier is not interested to participate in a tender for which enquiry was either forwarded or purchased by them, supplier has to inform the same through a "REGRET LETTER" before opening date, by e-mail or letter. If not complied the concerned Supplier may not be considered for future requirements.
4	BHEL reserves its right to reject / load any offer, which is having deviations to BHEL Specifications, Standard Terms & Conditions.
5	All the bidders are to submit their offers by filling in the format of the BHEL tender documents.
6	Tenders should be duly signed, stamped, and free from Corrections and Erasures. Corrections, if any, must be attested.
7	Tenderers are to know the applicable laws of Government of India and applicable taxes and duties.
8	In case of price bid, price break-up should be in line with technical specification / scope of the tender.
9	The equipment offered shall be strictly conforming to the specification and for complete unit including accessories (if any) and spares as per Tender.
10	No offer for individual accessories or part of equipment will be accepted.
11	Bank charges outside India are to the Supplier's account.
12	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.
13	Supplier will have to ensure deputation of their Engineers for Erection & Commissioning or for attending to any complaint during warrantee / guarantee period within 15 days' of intimation. In case of delay, BHEL reserves the right to get the job completed at the risk and cost of the Supplier. This does not amount to breach in contract clause by BHEL.
14	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. BHEL will do the performance evaluation as per applicable supplier evaluation procedure.
15	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.
16	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.
17	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.
18	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 Specification.
19	The quotation should be valid at least for a period of 180 days from the tender opening date. Price quoted should be on firm price basis. Price Variation Clause within this period will not be entertained.
20	The quotations including the price bids of technically qualified tenderers will not be returned back under any circumstances.
21	Tenders will be received upto 11.00 Hours on the said due date and will be opened on the same day at 13.00 Hours.
22	Tenders received after due date and time of tender opening shall be treated as LATE tenders (irrespective of the mode of dispatch) and will not be considered for evaluation.
23	Operation & Maintenance Manual shall be supplied along with the equipment.
24	The Suppliers are responsible for design of the foundation and ensuring correctness of the foundation prior to Erection & Commissioning of the equipments.

C	BASIS OF EVALUATION OF LOWEST BIDDER:
1	Evaluation of lowest bidder will be made considering the price of the basic equipment, cost of accessories, essential spares, training charges, erection and commissioning charges, component prove-out charges, CIF charges (if any), applicable taxes and duties, applicable freight and insurance charges (Insurance upto BHEL Hyderabad) and charges associated with any other items / services mentioned specifically in the tender. Optional items / services will not be considered for the purpose of evaluation unless or otherwise these are mentioned / communicated to the participating qualified Suppliers.
2	For comparing prices, tender prices shall be converted to Indian rupees. For evaluation, exchange rate (TT Selling Rate of SBI) as on scheduled date of tender opening (Part - I bid in case of two part bid) shall be considered. This exchange rate will be followed till placement of order.
3	Placement of order will be considered only for lowest offer on Total Cost to BHEL basis.
4	With respect to conformance to BHEL's tender document, if any Supplier's offer is found to be incomplete in respect of quoting against any items / services, 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.
D	TERMINATION CLAUSES:
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.
E	INDIAN AGENT:
1	BHEL shall deal directly with foreign vendors, wherever, for procurement of goods, However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of an Agency Agreement.
2	It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time
3	The Agency Agreement should specify the precise relationship between the foreign OEM/foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/Indian agent. Any payment , which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country .
4	Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
5	Tax deduction at source is applicable to the agency commission paid to the Indian agent as per prevailing rules.
6	In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives/ associate/ consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
7	The "Guidelines for Indian Agents of Foreign Suppliers" enclosed.
8	The supply and execution of the Purchase Order (including indigenous supplies/service) shall be in the scope of the OEM/ foreign principal. The OEM/foreign principal should submit their offer inclusive of all indigenous supplies/services and evaluation will be based on 'total cost to BHEL '. In case OEM/foreign principal recommends placement of order(s) towards indigenous portion of supplies/services on Indian supplier(s) agent on their behalf , the credentials/ capacity/capability of the Indian supplier(s)/agent to make the supplies/services shall be checked by BHEL before opening of the price bids as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. It will be the responsibility of the OEM/foreign principal to get acquainted with the evaluation requirement of Indian supplier/agent as per SEARP available on www.bhel.com.
F	BANNED VENDORS
	The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

G	CONDITIONS FOR TRANSPORTATION:
1	All documents must show the Purchase Order No & Date, Import Licence No & Date.
2	Transshipment is Prohibited.
3	Loading on deck not permitted.
4	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.
5	The transport document must contain all the conditions of carriage on the original document.
6	The transport document must not indicate the place of destination as being different from the port of discharge.
7	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.
8	The transport document must be issued by the carrier or his agent and not by any freight forwarder.
9	The transport document must not contain a provision that goods may be carried on deck.
10	Transport documents bearing reference by stamp or otherwise to costs additional to the freight charges are not acceptable.
11	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.
12	Each case / bundle / piece should be painted with 4 " wide yellow colour strip around it for facilitating easy identification at port of discharge.
13	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.
H	Force Majeure
	The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service immediately within 14 days time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.

Note: The bidders should comply with the above Terms & Conditions. Non-adherence may lead to rejection. Framework Confidentiality Agreement Cum Undertaking as per Annexure II attached.



STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT
[FORMAT TO BE FILLED-UP BY THE SUPPLIER]

VENDORS HAVE TO OFFER THEIR TERMS IN THE ALLOTTED COLUMN AND SHALL IDENTIFY DEVIATIONS DISTINCTLY.			
S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
1	Terms of Delivery:		
(a)	Indigenous Supplies: FOR - Destination means FOR - B.H.E.L. Hyderabad stores. (Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices) . Ex-works is not acceptable.		
(b)	Foreign Supplies : Foreign supplies have to be made on Incoterm CIF basis (i.e. Inclusive of Sea/Air worthy packing and inclusive of all freight and Insurance upto Mumbai Sea Port. Foreign supplies will be loaded with 2.1% towards inland freight & insurance from Mumbai to BHEL Hyderabad stores for tender evaluation purpose. Notes: i) Offer with terms of delivery other than CIF are liable for rejection. ii) Trans-shipment strictly not permitted, please refer instructions point no: G-2 in this regard.		
(c)	In case, any shortage is noticed viz-viz PO requirement in the main equipment/spares, such shortage shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc.upto destination for such short supplies shall be borne by the supplier. Please also note that any short supply will attract imposition of penalty on the total P.O. value.(Supply+Installation).		
2	Delivery Period:		
	The Bidder should quote their earliest schedule for Supply and Installation against the schedule indicated in the Tender schedule of the NIT. Bidder should quote time period separately for "Supply", "Installation" of equipment. BHEL, however, reserves the right not to accept an offer not meeting the NIT schedule.		
	Any offer beyond the "max.acceptable delivery period" shall be rejected. All offers which do not confirm to the specified delivery period mentioned in tender schedule , but are within the "max. acceptable delivery period" shall be loaded for the delayed delivery beyond 'X' @ 0.5% per week or part thereof subject to a maximum of 10% of the supply value.		
3	Payment Terms:		
(a)	Terms of payment for Indigenous Offer:(Supply and E&C to be done by vendor)		
	80% payment of supply value will be made on 45th day from the date of receipt of material at BHEL (date of goods receipt (GR)). Balance 20% of supply value + 100% Installation portion of P.O. value will be paid after successful commissioning of the equipment.		
(b)	Terms of Payment for Foreign Offers:(Supply and E&C Only)		
(i)	Total supplies are to be from Foreign Source. Where the payments are through L.C (L.C opening charges are to be loaded) payment of supply value shall be 80% on dispatch and 20% on issue of Installation certificate. Payment of Installation value shall be made against Installation certificate issued by BHEL. Installation certificate 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 by BHEL as per the following. 1) Within 30 days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the supply value of the P.O.(30% of 80%). Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24% to 80% of the supply value of the P.O. The above L/C can be negotiated after the shipment against submission of B/L or AWB, and such other documents, as mentioned in the P.O.or L/C and submission of Pre Dispatch Inspection Report of BHEL. This L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.		
(ii)	When ever there is an Indian Agent to represent a Supplier, it is essential 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. Note: In order to maintain sanctity of the tender system, it is essential 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 the offers associated with the Agent will be rejected.		
(iii)	The second irrevocable & unconfirmed letter of credit for 20% & Installation Charges will be opened 15 days prior to the scheduled and confirmed arrivals of the technicians of supplier with their names The validity of this L/C would be sufficient to cover the period required for the completion of Installation + 21 days as negotiation period. This L.C can be negotiated i)after completion of the Installation of the equipment in BHEL. This is subject to the submission of Performance Bank Guarantee for 10% of contract value valid for 30 days beyond the Guarantee / Warranty period of 24 months from the date of commissioning. The bank guarantee is to be attested by Indian Embassy & to be registered in India. PBG confirmation charges shall be borne by vendor.		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
4	Warranty / Guarantee Period: Equipments shall be guaranteed against workmanship, materials used, design and performance should be for a period of 6 months from the date of Commissioning of the equipment, unless otherwise stipulated in the specification.		
5	Penalty for Delay in "Supply" & "Installation": For the purpose of penalty for delay in "Installation" of the equipment, the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. Penalty for Delay in "Supply" and / or "Installation" will be applicable for the delays attributable to vendor. Penalty will be considered separately for "Supply" & "Installation". Rate of penalty for delayed supply shall be at the rate 0.5% per week of delay of total PO value (supply + Installation) in supply subject to max. of 10% of total PO value (supply + Installation). The Rate of penalty for delayed Installation shall be at the rate 0.5% per week of delay of total PO value (supply + Installation) in Installation subject to max. of 10% of total PO value (supply + Installation). Max. Penalty for delay in "Supply" & "Installation" together shall be limited to 15% of total PO value (supply + Installation). In case PO includes more than one machine, the penalty shall be at the rate 0.5% per week of delay on total PO value (supply + Installation) for the delayed machine. Loading on account of non-acceptance of penalty for delayed supply and / or Installation shall be as under: In case any bidder is not accepting the above penalty for delayed supply and / or Installation, the offer the bidder shall be loaded to the extent to which it is not agreed by the bidder.		
6	Erection & Commissioning (Installation) Schedule: Supplier to specify clearly the time period for erection & commissioning of the equipment starting with date of intimation by BHEL regarding site readiness. The bidders should quote their earliest schedule against the schedule indicated in the NIT(Tender Schedule)		
7	Essential / Mandatory Spares: Supplier to specify clearly the charges of Essential / Mandatory Spares in the form of Extra only (Itemized breakup shall be given). Requirement of technical specification need to be complied with.		
8	Validity: Supplier to mention clearly the validity of the offer [Minimum 180 days from tender opening date].		
9	Risk Purchase: If the vendor fails to deliver the goods beyond penalty period 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. <u>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms</u>		
10	DECLARATION:VENDORS SHALL GIVE A DECLARATION THAT PARTICULAR COLUMNS GIVEN IN THE NIT DOCUMENTS HAVE NOT BEEN ALTERED BY THEM		
11	Price, invoicing and payment:- The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding , loading and carriage to the place specified by the purchaser and are exclusive of all applicable taxes, duties etc., except for those specifically agreed by the Purchaser. Invoices shall be submitted bearing the Purchase Order number & date, item number/s and supporting documents as called for in the Purchaser order. The direct payments (including LC/documents through Bank on collection basis), shall be made by E-payment mode and not by cheque /bank drafts except in special circumstances. Vendors shall furnish the E-payment particulars in the prescribed formats duly authenticated by their respective Bankers, If not got registered earlier with the Buyer.		
12	Taxes & Duties (RATE TO BE INDICATED by the bidder against the space provided)		
i	Indigenous Purchase:		
ii	The Taxes as applicable shall be quoted in the following manner.		
iii	IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %		
iv	Vendor to indicate HSN of Goods or SAC of Services.		
v	NOTE: Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods.		
vi	Taxes prevalent on the contractual delivery date or the actual delivery date (incase of delay) whichever is lower shall be applicable paid. In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids.		
vii	Any other taxes & duties not covered anywhere above may be indicated separately.		
viii	Taxes deducted at source:		
ix	TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
x	Foreign Purchase (Imports):		
xi	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of dispatch for the quoted CIP price.		
xii	Taxes deducted at source:		
xiii	TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		
13	RIGHT OF REJECTION /NON- PLACEMENT OF PO:		
I	BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever		
14	If Bidder is distributor/dealer of the OEM (Original Equipment Manufacturer), please enclose valid Authorisation letter issued by the OEM in the techno-commercial bid.	Vendor to Enclose & write Enclosed. (If Bidder is OEM, write "Not Applicable-OEM" here)	
15	Un-Priced Bid	Vendor to enclose Un-Priced bid and shall write "Enclosed" here	
16	Address on which PO is to be released	Vendor to specify the complete Address along with the Land line number and Fax number	
17	Contact Details	Vendor to furnish the name, E-mail ID and mobile number of the person for correspondence	
	Note: The bidders should comply with the above Terms & Conditions. Non-adherence may lead to rejection. Also refer Annexure -A for important general instructions and also do's & don'ts before submitting the offer.		

Annexure - A

	Guidelines for Indian Agents of Foreign Suppliers
1.0	Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
2.0	Disclosure of particulars of agents/representative in India, if any
2.1	Tenders of Foreign nationality shall furnish the following details in their offers:
2.1.1	A. the Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent /representative be a foreign company, it shall be confirmed whether it is existing company and details of the same shall be furnished.
2.1.2	B. The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
2.1.3	C. Confirmation of the Tender that the commission/ remuneration, if any, payable to his agent/representatives in India, may be paid by BHEL in Indian Rupees only.
2.2	Tenders of India Nationality shall furnish the following details in their offers:
2.2.1	A. The Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
2.2.2	B. The amount of commission/remuneration included in the price(S) quoted by the Tenderer for himself.
2.2.3	C. Confirmation of the foreign principals of the Tender that the commission/remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or suppliers of stores and spares in case of operation items.
2.3	In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
2.4	Failure to furnish correct and detailed information as called for in paragraph 1 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this, there would be a penalty of banning business dealings with BHEL or damage or payment of named sum.

Annexure-B

This format is applicable only to Indian Suppliers/Agents supplying indigenous portion of * In all other cases, extant guidelines of SEARP,2010 are to be followed.

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/Systems/Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business 1. Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) 2. Attach copy of declaration from Foreign Principal for total guarantee/warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration particulars
4.1	Permanent Account No.
4.2/4.3	Sales Tax /Tin No
4.6	Service Tax No.(in case of E&C)
5.0	Organisation strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.1	Details of pending legal issues with BHEL
6.1	Bank Account information
9.0	Financial information
9.6	Sales/Turnover details of last 3 years (or from the date of incorporation whichever is less)

DO's & DON'T's (INDICATIVE LIST only)

Dos

1.	Dos	Consequence of non compliance
2.	Ensure that tender cost is submitted along with offer	Offer will be summarily rejected without notice.
3.	Adopt the format given in the tender document for specification and commercial terms.	It will delay evaluation of tender and leads to a lot of avoidable correspondence
4.	Reference details, wherever sought, are to be given	This is very important for pre-qualification clause of the specification. Please ensure all related enclosures are attached.
5.	Use the format of Technical specification cum Compliance Certificate given in the tender documents only	May lead to wrong capture of document details. It may lead may also lead to rejection of the offer.
6.	Enclose Valid agency agreement copies along with the offer in case the foreign vendor wants to avail their services	Absence of / Invalid agency agreement will violate regulatory guidelines. Hence the offer will not be considered
7.	Submit the tender well with in the tender due date	Request for extension will be given at the sole discretion of BHEL.
8.	Accept Standard BHEL commercial terms	Non acceptance will result in invocation of loading factors.
9.	All local vendors have to give statutory levies like ED/CST/VAT / Service tax/ Works contract tax clearly.	In the absence of these details vatable credits, which will have a bearing on tender priorities, will not be considered.
10.	Foreign vendors have to clearly understand the statutory levy clause in the commercial terms and conditions and note that Services rendered in India are subjected to service tax and Tax deduction at source clauses.	If the same is not accepted by vendor, it will be included in the landed cost of the vendor.

Dont's

1.	Dont's	Consequence of doing
2.	Please do not give price in techno-commercial offer when the tender is a two part bid	It will undermine bidder's competitive position and also affects transparency.
3.	Don't enter into agency agreements with Indian agents after submission of offer.	Such agreements are invalid as per regulatory guidelines.
4.	While healthy comparative evaluation emphasizing the strengths of your product over other products available in market is acceptable, don't evaluate the technical offers of your competitor in an accusatory tone.	Such correspondence will be perceived as litigious in nature and can be perceived as hindering the tender evaluation process.
5.	Don't give price of main equipment under optional items head, except when specifically asked in the specification.	Optional items will not be considered for tender priority evaluation.

ANNEXURE -A

Important General Instructions:

1. Please read the instructions CAREFULLY.
2. BHEL <u>strongly believes</u> / prefers to <u>deal directly</u> with <u>OEM Vendors</u> . In the event prospective vendor desires to avail the services of Indian Agent, then the principal should ensure the compliance of regulatory guidelines, which require mandatory submission of
A copy of the agreement between principal and agent. (NOTE: In the absence of this agreement, Indian Agent status can not be accorded and the foreign vendor has to deal directly with BHEL).
Such agreement SHOULD fulfil the following:
a. Agreement should be in place well before the enquiry date.
b. It should clearly stipulate the services that are rendered and commercial consideration between them.
c. It is the responsibility of principal to ensure that your Indian Agent is not representing any other Original Equipment Manufacturer (OEM) in this Tender i.e (Equipment) and to this extent they have to forward an undertaking. This is required because at any stage, if it is found, that your Indian Agent is employee of a banned agency or an employee of banned agent or representing more than one OEM in the same tender then your offer will be disqualified.
d. Indian Agent will be paid in INR.
The above listed requirements are only indicative and any other conditions stipulated by regulatory agency will be sought while finalizing the tender. Only after meeting all the above requirement your Indian Agent will be recognised by BHEL. Or else it is not possible to accept any agent as your representative. And Correspondence will be directly held with you as far as this tender is concerned.
4. BHEL encourages prospective vendors to download the tender documents directly from the web as it is simple and time effective.
5. Please submit your offer well in time without SEEKING time extensions. As this enquiry is a part of tight schedule project (with monitoring by the ministry), tender due date extension will be an EXCEPTION & not a norm. Vendor has to give valid justification for their plea for extension and BHEL reserves the right to reject the request without any correspondence on the issue.
6. Tender due date extension / corrigendum, if any, will be published on the web-site of the company only. No separate communications will be sent to any body.
7. For any clarifications on the specifications or tender please email to :dsandeep@bhel.in.
8. Please accept BHEL commercial terms. In the event they are not acceptable please note that LOADING factors will be included in your price while finalizing tender priorities.
<u>Important Instructions while preparing the techno commercial offer:</u>
1. Please note that open tender is a two part enquiry and the techno commercial offer will be evaluated first.
2. Please note that Pre Qualification criteria are the most important clause in the specification cum compliance certification. Ensure that all details as sought in the said clause are given along with documentary proof wherever required. NOTE: BHEL will make independent verification with the information given under this clause.
3. Please forward a copy of Business Information Report incorporating the rating by an international credit rating agencies like DUN and Bradstreet or Credit Reform, which is a requirement under clause 11 of BHEL standard Terms and conditions for procurement of Capital Goods.
4. Please ensure that Page numbers are given to your offer and the covering letter is duly signed.
5. Please DO NOT give PRICE DETAILS in the techno commercial offer, as the offer will be liable for rejection.
6. Please ensure that offers to technical & commercial terms are given in the format given by BHEL only. Please do not make any changes in the format, but only give your offers in the "Supplier confirmation" column. Any remarks are to be given in "Deviations" column only.
7. If any changes are noticed subsequently to the format itself, the same shall be construed as derailing the tender process, and will be dealt accordingly.

ANNEXURE – VI

LIST OF CONSORTIUM BANKS :(OMI-219)

1. State Bank of India
2. ABN Amro Bank N.V.
3. Bank of Baroda
4. Canara Bank
5. Citi Bank N.A.
6. Corporation Bank
7. Deutsche Bank
8. HDFC Bank Ltd.,
9. The Hongkong and Shanghai Banking Corporation Ltd.
- 10, ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank
13. Standard Chartered Bank
14. State Bank of Travancore
15. State Bank of Hyderabad
16. Syndicate Bank.
17. Allahabad Bank
18. Andhra Bank
19. Bank of India

- 20. Bank of Maharastra
- 21. Central Bank of India
- 22. Dena Bank
- 23. Indian Bank
- 24. Indian Overseas Bank
- 25. Oriental Bank of Commerce
- 26. Punjab & Sind Bank27. UCO Bank
- 28. Union Bank of India
- 29. United Bank of India
- 30. Vijaya Bank
- 31. State Bank of Bikaner & Jaipur
- 32. State Bank of Indore (merged with SBI)
- 33. State Bank of Mysore
- 34. State Bank of Saurashtra