		<b>BHARAT HEAVY ELECTRICALS LTD.,</b> RAMACHANDRAPURAM HYDERABAD - 500 032. ANDHRA PRADESH - INDIA.		PH. NO:040-2318 2169 FAX NO: 040-2318 6011		<b>ENQUIRY</b> PURCHASE DEPARTMENT		SHEET.....OF .....	
SUPPLIER CODE:			ENQUIRY		AMENDMENT		NO. OF ITEM:001		
			<b>M2A1N01971</b>		DATE: <b>03.06.2014</b>		No.                      Date.		
			DUE DATE OF QUOTATION.  24.06.2014		THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER.   Kindly note that visiting hours are only after 14.30 hrs. unless with a prior appointment. Please specify on all your Correspondence/Envelopes/Telexes addressee's name, designation department and our reference for our Tender enquiry prompt action.				
ENQ	INDENT	INDT.	MATERIAL CODE		DESCRIPTION SPECIFICATION.		UNIT	QTY	DELIVERY SCHEDULE
Sl.No.	(MPR)No.	Sl.No.							DATE                      QTY
10	6000001971	10	CG5822123627		OUTDOOR TYPE FEEDER PILLAR FOR STREET LIGHTS   NOTE : 1).TWO PART BID ONLY 2).TECHINICAL SPECIFICATIONS AND BHEL COMMERCIAL TERMS & CONDITIONS ARE ENCLOSED		NOS.	6	6
<b>Instructions:</b> Offers are invited to submit in Two-Parts and the following procedure shall be followed. <b>a) Part-I : TECHNICAL-CUM-COMMERCIAL BID :</b> 1. Consisting of complete technical details, catalogues, drawings and all commercial terms, Un priced bid, Tender fee(if any) & EMD (If any). (Money values shall not be indicated). <b>b) Part-II : PRICE BID :</b> 1. Consisting of prices for the items enquired. Preconditions for price will not be accepted. 2. The technical-Cum-Commercial offer will be opened first, discussed, finalised and only then the price bid of technically acceptable offers will be opened. 3. In the event, if there is any change in the scope of supply / technical specifications, the bidder can submit revised price bid before price bid due date. The supplier should indicate on the cover "Revised Price Bid". 4. If you are not interested / not in a position to participate in the tender, Please send REGRET letter expalining the reasons for not participating, before due date addressed to DGM/Pur-CG, BHEL, Hyd. 5. The material offered shall be strictly conform to the specification enclosed. 6. Offers can also be submitted in two parts through E-Mail by mailing to <a href="mailto:tenderbox@bhelhyd.co.in">tenderbox@bhelhyd.co.in</a> within the due date. 7. BHEL is not responsible for any Postal Delays & Server delays.							TEST CERTIFICATE*   REQD <input type="checkbox"/> NOT REQD <input type="checkbox"/>		* TICK THE APPLICABLE BOX          FOR AND ON BEHALF OF BHARAT HEAVY ELECTRICALS LTD.,
<b>SPECIAL ATTENTION:</b> DEAR SIR, Please submit your lowest quotation in sealed cover superscribed with Enquiry No. & date subject to our terms and conditions attached for the above materials so as to reach us on or before due date by 11.00 a.m. and the Tenders will be opened at 13.00 Hours. If our enquiry.no. tender due date , your detailed Address are not superscribed on the tender cover, your offer shall be summarily rejected. Also quote Enquiry No., date and Enquiry SL.NO. in all correspondence for prompt action.							GUARANTEE REQD <input type="checkbox"/> NOT REQD <input type="checkbox"/>		
							SAMPLE REQD <input type="checkbox"/> NOT REQD <input type="checkbox"/>		
							K.V.SESHU KUMAR DGM/PUR-CG		

Ph: 040 - 2318 2169
Fax : 040 - 2318 6011
<b>E-mail of Purchase Executive: kvsk@bhelhyd.co.in</b>
<b><u>BHARAT HEAVY ELECTRICALS LIMITED</u></b>
<b><u>RAMACHANDRAPURAM, HYDERABAD – 32</u></b>
<b><u>(A GOVERNMENT OF INDIA UNDERTAKING)</u></b>
<b><u>PURCHASE DEPARTMENT (CG)</u></b>
<b><u>TENDER SCHEDULE</u></b>
TENDER No: M2A1N01971 dt 03.06.2014
DESCRIPTION : 1). Outdoor type Feeder Pillar panel for Street Lights- 6 Nos.
QUANTITY : As per Enquiry.
DELIVERY SCHEDULE FOR SUPPLY FROM THE DATE OF PURCHASE ORDER: Vendor to specify.
NOT EARLIER THAN : N.A
NOT LATER THAN : N.A
GRACE DELIVERY PERIOD WITH LOADING FACTOR : N.A
LAST DATE FOR SALE OF DOCUMENTS : 23.06.2014
DUE DATE FOR SUBMISSION OF TENDERS : 24.06.2014
COST OF TENDER DOCUMENTS : NIL
EARNEST MONEY DEPOSIT(REFER INSTRUCTION SHEET FOR DETAILS): NIL
NOTES :
<b>Offers can also be submitted in Two parts through E-Mail by mailing only to <u>tenderbox@bhelhyd.co.in</u> with in due date without marking CC or BCC to any BHEL staff.</b>
Offers sent to any other E-mail ID will not be considered. In case the offer is sent by email, the technical bid and price bid shall be sent as separate attachments to the email (as scanned copies of the original which is signed and stamped). The "subject" of the email should indicate the enquiry No., Description of the main item and due date. The name and address of the vendor shall be clearly indicated in the email.
Techno-commercial Bid will be opened on the due date. BHEL reserves the right to extend the due date for Technical Bid at its discretion, depending on the response or change in requirement schedule.
If the Enquiry No., Tender due date and address of the supplier are not superscribed on the Tender Cover, the offer shall be summarily rejected. Also quote Enquiry No. & date in all correspondence for prompt action.
DGM/PURCHASE-CG



# 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
01	<b>Terms of Delivery:</b>		
(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. The risk for delivery remains with the Seller until the goods are delivered at the agreed place. Vendor to submit "COMPLETION CERTIFICATE " as per ANNEXURE II along with other dispatch documents.		Deviation is not permitted.
(b)	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.		Deviation is not permitted.
(c)	Supplier shall indicate the place of dispatch		
02	<b>Delivery Period:</b>		
(i)	The Bidder should quote their earliest schedule for Supply against the schedule indicated in the Tender schedule of the NIT with respect to date of P.O. and upto quoted terms of delivery. The supply period indicated by bidder should be with effect from the PO/LOI date up to the terms of delivery and should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit mile stones for various activities in co-relation with supply period quoted by them.		
(ii)	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.	Not Aplicable for this Tender.	
(iii)	The tendered goods shall be delivered within the period of stipulated in P.O.		Deviation is not permitted.
3	<b>Payment Terms :</b> Offer with deviations to BHEL Payment Terms will be loaded as under: a) Bench Mark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of Tender Opening +2%, for the amount and period of relaxation sought by the bidder. Payment terms mentioned here under for Indigenous Offers.		
(a)	<b>Terms of payment for Indigenous Offer: (Pure supply, no E&amp;C is envisaged in the NIT scope).</b>		
(i)	100% payment will be made on 45th day from the date of Receipt at BHEL, subjected to submission & acceptance of Performance Bank Guarantee of 10% of contract value valid for 30 days beyond guarantee period.		
4	<b>Warranty / Guarantee Period:</b> Equipments shall be guaranteed against workmanship, materials used, design and performance should be for a period of 24 months from the date of supply of equipment.		
	Loading Factor for non-acceptance of Guarantee Period: Less than 24 months from the date of supply of Equipment will attract loading of AMC charges for difference of quote with warranty / guarantee period. Example : If a Supplier provides 18 months guarantee period, in place of 24 months, then the difference of 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.		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
5	<p><b>Penalty for Delay in "Supply" :</b>  Rate of penalty for delayed supply shall be at the rate 0.5% per week of delay of total PO value (supply ) in supply subject to max. of 10% of total PO value.  Loading on account of non acceptance of penalty for delayed supply shall be as under:  In case any bidder is not accepting the above penalty for delayed supply , the offer the bidder shall be loaded to the extent to which it is not agreed by the bidder.</p> <p>Loading Factor for non-acceptance of Penalty Clause: It 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 on supply value for evaluating lowest bidder.</p>		
6	<p><b>Performance Bank Guarantee (PBG):</b> The Supplier shall submit a PBG for 10% of the contract value valid for 30 days beyond Warranty / Guarantee period. Bank Guarantees to be submitted by the suppliers towards Performance Bank Guarantee should be sent to BHEL, Hyderabad directly by the issuing Bank under Registered Post (A/D) only.</p> <p>Offers with non-acceptance of Performance Bank Guarantee clause are liable to be rejected. Offers with less acceptance of PBG than the specified period and or value shall be loaded proportionately, during evaluation of the lowest bidder.</p>		
7	<b>Validity:</b> Supplier to mention clearly the validity of the offer [Minimum 180 days from tender opening date].		
8	<b>Risk Purchase:</b> 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>		
9	<b>TAXES AND DUTIES :</b> The Evaluation shall be on the basis of delivered cost, i.e. "total cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). <u>The Tender will be finalised on L1 vendor after considering the quoted prices of all the items and P.O. will be placed on single vendor. Independent evaluation of items will not be considered in this case.</u>		
A	<b>INDIGENOUS PURCHASES :</b>		
(i)	Bidder shall quote Excise duty and CST against "C" Form as extra in % ( percentage ) . Bidder shall also indicate full rate of Sales Tax where concessional form can not be issued by BHEL. If Excise Duty is not applicable , specify that it is as "NIL" or "NA". VAT also to be indicated in % ( percentage ) as extra where ever applicable. Bidders shall ensure correct applicability of CST/VAT based on the Inter/Intra state movement of Goods. Bidder shall indicate all applicable Taxes & duties for evaluation.		Deviation is not permitted.
a)	Applicable Excise Duty in Percentage		
b)	Applicable CST/VAT in percentage		
(ii)	Bidder shall indicate applicable Service Tax in % ( percentage ) as extra. ( if applicable )	Not Applicable for this Tender.	Deviation is not permitted.
(iii)	In case the vendor imports the equipment/items and dispatches directly to BHEL/Destination, the vendor may please indicate whether they can pass on CVD benefit and if so, the quantum of CVD to be indicated here.		Deviation is not permitted.
(iv)	Taxes deducted at source: Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		Deviation is not permitted.
(v)	The taxes and duties that are reimbursed would be the one applicable as on the scheduled Purchase order delivery date OR the amount actually paid whichever is less.		


S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
(vi)	Excise Reg. No:		
(vii)	Excise Control code No:		
(viii)	CST Reg. No :		
(ix)	VAT Reg. No.:		
(x)	Service Tax Reg. No.:	N.A	
(xi)	PAN No.:		
10	Commerical terms & conditions quoted in any place other than the this format , including in vendor's General Terms & conditions enclosed , if any shall be summarily ignored and be invalid for evaluation of bids.		Deviation is not permitted.
11	All technocommerical Terms & conditions mutually agreed prior to price bid opening shall prevail and supercede any terms and conditions specified otherwise in price bid.		
12	Procurement directly from the manufacturer/supplier shall be preferred. Incase bids are received from the manufacturer/supplier and agent , bid received from the agenct shall be ignored.		
13	Pre dispatch Inspection :- PDI invitation shall be given before the P.O delivery date with adequate time period to finalise and send PDI team and inspection shall be completed 15 days before the P.O. delivery date.		
14	BHEL reserves the right to reject /load the offers which are deviating to BHEL Technical specifications/Terms and Conditions .		
15	DOCUMENTATION :		
(i)	INDIGENOUS PURCHASES : Seller shall arrange to send to the Purchaser, Excise paid invoice ( Original for Buyer and duplicate for Transporter), Commercial invoice, consignee copy of LR, Packing list , Pre-Despatch Inspection report ( if applicable ), Test/ Guaranty/ Warranty certificate/ O&M manuals (as applicable) etc. immediately on despatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order. The distribution of such documents will be further elaborated in the Purchase order.		Deviation is not permitted.
16 (i)	Name of the Organisation and Full Address for correspondence :		
(ii)	Name of the Contact person and Designation :		
(iii)	Phone Nos :		
(iv)	Mobile Nos.:		
(v)	E- Mail id :		
(vi)	Fax No.:		
	DECLARATION:VENDORS SHALL GIVE A DECLARATION THAT PARTICULAR COLUMNS GIVEN IN THE NIT DOCUMENTS HAVE NOT BEEN ALTERED BY THEM		Deviation is not permitted.
Note : The bidders should comply with the above Terms & Conditions. Non-adherence may lead to rejection.			Deviation is not permitted.

	<p style="text-align: center;"><b>INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER</b></p> <p style="text-align: center;"><b>STANDARD TERMS &amp; CONDITIONS FOR PROCUREMENT OF</b></p> <p style="text-align: center;"><b>CAPITAL EQUIPMENT</b></p>
<b>A</b>	<b>QUOTATIONS:</b>
1	BHEL's requirement is for capital use. Offers from reputed and resourceful Suppliers are invited to be submitted in two parts, consisting of a) Cover-1 & Cover-II and b) Cover-III as below, which are to be submitted together before due time of tender opening.
2	Left Blank
3	<b>Cover - I (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. <b>un-priced bid</b> . 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 I to III (enclosed), confirming that the prices are quoted in price bid, (iv) The rating of the company ( if applicable ), (v) All relevant enclosures of above documents / formats, (vi) Complete technical / commercial details along with catalogues / instructions and (viii) Shipping weight and cubage (length, width & height) size of packing.
4	<b>Cover - II (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. Processing of any optional item is at the discretion of BHEL. <b>Offer with any preconditions for price will be rejected.</b>
(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>B</b>	<b>GUIDELINES:</b>
1 i	The sealed tenders superscribing Tender Number, Due Date & Name of the Supplier should be addressed to <b>Dy.General Manager/CMM, Vendor Complex, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032</b> . The sealed tender should contain two separate sealed covers. The First 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 second cover containing only the prices super-scribed as PRICE BID along with Tender Number and Name of the Supplier. These two covers should be sealed individually and all covers should be kept in another sealed cover superscribed with Tender Number, Due Date and Name of the Supplier.
ii	Bidders can also submit the offer through e-mail at his own risk. However, such e-mail offers shall be sent only to <a href="mailto:tenderbox@bhelhyd.co.in">tenderbox@bhelhyd.co.in</a> . Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non receipt of offers sent thru email due to server break down / Internet failure/ transmission error etc. In case of e-mail offers, vendor name, description of the item, Tender Enquiry No., address including contact details shall be mentioned.
iii	Offers in the form of Hard copies can be submitted through Courier/Speed Post or dropped inside the Tender Box located inside the Vendor Complex. In case the Tenders are bulky or if the bidder intends to submit the Tender by hand, the following official may be contacted. Dy.General Manager/CMM, Vendor Complex, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032.
2	The Covers-I consisting of cost of tender documents as well as techno-commercial bid, will be opened first.
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. 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, supplier has to inform the same through a "REGRET LETTER" before opening date, by e-mail or letter. <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.

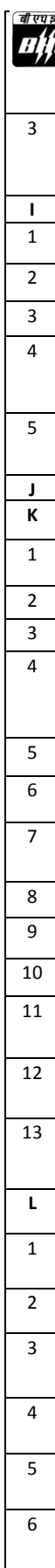


**INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER**  
**STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF**  
**CAPITAL EQUIPMENT**

8	Tenders should be duly signed and stamped and free from Corrections and Erasures. Corrections, if any, must be attested.
9	Tenderers are to know the applicable laws of Government of India and applicable taxes and duties.
10	In case of price bid, price break-up should be in line with technical specification / scope of the tender.
11	In case of Technical-Cum-Commercial bid, un-priced bid has to be used to indicate relevant commercial implications without indicating price.
12	The equipment offered shall be strictly conforming to the specification and for complete unit including accessories (if any) and spares as per Tender.
13	No offer for individual accessories or part of equipment will be accepted.
14	<b>Supplier shall bear the L/C confirmation charges in case of confirmed L/C amended on his request.</b>
15	Bank charges out side India are to the Supplier's account.
16	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.
17	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.
18	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>
19	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 BHEL reserves its right to recover any consequential loss due to the machine failure during 2 years from the Equipment Supplier.
20	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.
21	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.
22	Left Blank
23	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.
24	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.
25	Pre - inspection & Training to BHEL Staff ( if applicable ) : 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.
26	The manufacturing progress will have to be furnished to BHEL periodically in the form and manner required by BHEL.
27	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.
28	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. <u>Price Variation Clause within this period will not be entertained.</u>
29	The quotations including the price bids of technically qualified tenderers will not be returned back under any circumstances.
30	<b>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.</b>
31	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.
32	Five (5) sets of Operation & Maintenance Manual shall be supplied along with the equipment.

	<table border="1"> <tr> <th colspan="2">INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER</th></tr> <tr> <th colspan="2">STANDARD TERMS &amp; CONDITIONS FOR PROCUREMENT OF</th></tr> <tr> <th colspan="2">CAPITAL EQUIPMENT</th></tr> <tr> <td>33</td><td>Complete Technical-cum-Commercial offer should be submitted in two sets, one original and another copy. The offer should invariably contain Signature &amp; Office Stamp of the Supplier.</td></tr> <tr> <td>34</td><td>The Suppliers are responsible for design of the foundation and ensuring correctness of the foundation prior to Erection &amp; Commissioning of the equipments.</td></tr> <tr> <td><b>C</b></td><td><b>BASIS OF EVALUATION OF LOWEST BIDDER:</b></td></tr> <tr> <td>1</td><td>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.</td></tr> <tr> <td>2</td><td><b>For the purpose of 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.</b></td></tr> <tr> <td>3</td><td><b>Placement of order will be considered only for lowest offer on Total Cost to BHEL basis.</b></td></tr> <tr> <td>4</td><td>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.</td></tr> <tr> <td><b>D</b></td><td><b>TERMINATION CLAUSES:</b></td></tr> <tr> <td>1</td><td>BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.</td></tr> <tr> <td>2</td><td>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 Contract Execution Bank Guarantee(CEBG).</td></tr> <tr> <td><b>E</b></td><td><b>Left Blank</b></td></tr> <tr> <td><b>F</b></td><td><b>BANNED VENDORS</b></td></tr> <tr> <td></td><td>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 <a href="http://www.bhel.com">www.bhel.com</a>.</td></tr> <tr> <td><b>G</b></td><td><b>CONTRACT EXECUTION BANK GUARANTEE (CEBG) - Not applicable for this Tender.</b></td></tr> <tr> <td>1</td><td>The CEBG 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 &amp; Conditions or otherwise.</td></tr> <tr> <td>2</td><td>The CEBG 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 theCEBG or any depreciation thereof.</td></tr> <tr> <td>3</td><td>Non-acceptance of CEBG is liable to reject the offer. The successful bidder shall be required to furnishCEBG within two months of the acceptance of LOI/P.O.</td></tr> <tr> <td></td><td><b>Note : In case of non submission of CEBG within two months, BHEL shall charge @ 1.5% per month on the CEBG amount for the delayed period portion beyond 2 months and deduct the same in the final bill.</b></td></tr> <tr> <td>4</td><td>TheCEBG should be furnished as per proforma enclosed in Annexure-IV. TheCEBG shall be in the currency of the purchase order. The CEBG from foreign suppliers should be from any Bank of international repute. same should be confirmed by our consortium bank in India and are payable in India.. 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The offer should invariably contain Signature & Office Stamp of the Supplier.	34	The Suppliers are responsible for design of the foundation and ensuring correctness of the foundation prior to Erection & Commissioning of the equipments.	<b>C</b>	<b>BASIS OF EVALUATION OF LOWEST BIDDER:</b>	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	<b>For the purpose of 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.</b>	3	<b>Placement of order will be considered only for lowest offer on Total Cost to BHEL basis.</b>	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.	<b>D</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 Contract Execution Bank Guarantee(CEBG).	<b>E</b>	<b>Left Blank</b>	<b>F</b>	<b>BANNED VENDORS</b>		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. 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	<b>INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER</b>	
	<b>STANDARD TERMS &amp; CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT</b>	
	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 "Joint Protocol " issued by BHEL .
I	<b>GUIDELINES FOR ACCEPTING BANK GUARANTEES</b>	
1	As far as possible the Bank Guarantee should be from any of the BHEL Consortium Banks (Annexure-III)	
2	BGs of PSU Banks in addition to consortium banks only are acceptable for indigenous suppliers.	
3	In case of BGs issued by non-consortium PSU Banks the same are to be enforceable at Hyderabad	
4	In case of Bank Guarantees issued by Foreign Banks, the same should be confirmed by our consortium bank in India and are payable in India. In exceptional cases where no consortium Banks are available the Bank Guarantee should be attested by Indian Embassy and to be registered in India.	
5	Bank Guarantees to be submitted by the suppliers towards CEBG or Performance Bank Guarantee should be sent to BHEL, Hyderabad directly by the issuing Bank under Registered Post (A/D) only.	
J	<b>Left Blank</b>	
K	<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	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.	
L	<b>REVERSE AUCTION (RA) / ON LINE BIDDING ON INTERNET: Not Applicable for this Tender</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.	



**INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER**  
**STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF**  
**CAPITAL EQUIPMENT**

7	Based on the accepted commercial terms, 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. Suppliers have to confirm acceptance of the working sheet before the commencement of RA.
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 impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
<b>M</b>	<b>INTEGRITY PACT - Not applicable for this Tender</b>
1	Vendor has to execute Integrity Pact with BHEL where applicable.
<b>N</b>	<b>Left Blank</b>
O	The Seller shall arrange replacement / repair under its obligation under the contract within one month from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the seller and replaced on DDP/ FOR - BHEL Stores/ designated destination basis within such period. In the event of the Seller's failure to comply, Purchaser may take appropriate action including disposal of rejections, at the cost and risk of the Seller.
	In case defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor works, the Seller shall be responsible for replacement/ repair of the goods as required by the purchaser at Seller's cost.
<b>P</b>	<b>Settlement of Disputes</b>
1	Except as otherwise specifically provided in the Contract, all disputes concerning questions of the facts arising under the Contract, shall be decided by the Purchaser, subject to written appeal by the Seller to the Purchaser, whose decision shall be final.
2	Any disputes or differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. The Seller shall continue to perform the contract, pending settlement of dispute(s).
<b>Q</b>	<b>Arbitration</b>
	All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit, BHEL-Hyderabad. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award given by the Arbitrator shall be a speaking award and in English language. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of Sangareddy/Hyderabad Courts, Andhra Pradesh.
<b>R</b>	<b>Applicable Laws and Jurisdiction of Courts</b>
	This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad Courts, Andhra Pradesh, India.
<b>Note : The bidders should comply with the above Terms &amp; Conditions. Non-adherence may lead to rejection.</b>	

**FOR INDIGENOUS OFFERS / SUPPLIES****ANNEXURE - I****(TYPICAL FORMAT FOR ILLUSTRATION)****FOR BASIC EQUIPMENT**

SL. NO.	DESCRIPTION	Qty.	Unit	Rate Rs	PRICE In Rs.
1	Outdoor type Feeder Pillar panel for Street Lights	6	Nos		
2	TOTAL EX-WORKS COST ( 1 )				
3	PACKING & FORWARDING CHARGES _____ % (OR PERCENTAGE ON EX-WORKS PRICE)				
4	SUB-TOTAL I ( 2 + 3 )				
5	EXCISE DUTY WITH CESS @ _____ %				
6	SUB-TOTAL II ( 4+5 )				
7	ST / CST / VAT @ _____				
8	FREIGHT CHARGES _____ % (OR PERCENTAGE ON EX-WORKS PRICE)				
9	INSURANCE CHARGES _____ % (OR PERCENTAGE ON EX-WORKS PRICE)				
10	TOTAL VALUE in Rupees ( 6+7+ 8+9)				
11	EXCISE DUTY WITH CESS + VAT [ 5 + VAT ] ( Add only applicable components)				
12	TOTAL COST TO BHEL in Rupees [10-11]				
<b><u>TOTAL COST TO BHEL in Rupees</u></b>					

**Note : Taxes need to be incorporated as per the prevailing duty structure.**

**The above Price Bid format is indicative and the agencies are requested to modify and submit the same to suit their Tax/Price structure. All the above mentioned components shall be considered if modified.**

## ANNEXURE-I

### FORMAT FOR BANK GUARANTEE TO BE SUBMITTED ON Rs.100.00 NON-JUDICIAL STAMP PAPER

B. G. No. \_\_\_\_\_ Dt: \_\_\_\_\_

This Deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred \_\_\_\_\_ between \_\_\_\_\_ (Bank) herein after called "the Guarantor" (Which expression shall unless repugnant to the context or meaning there of be deemed to include its successors and assigns) of the ONE PART and M/s. Bharat Heavy Electricals Limited ( A Government of India Undertaking ) a company incorporated under the Companies Act, 1956, having its registered office at ' BHEL ' House Siri Fort, New – Delhi 110 049 through its Unit / Division at \_\_\_\_\_ here in after called " the company " ( which expression shall unless WHERE AS M/s. \_\_\_\_\_ ( here in after referred to as the Contractor / Supplier ) have entered into a contract bearing No. \_\_\_\_\_ , dated \_\_\_\_\_ ( here in after referred to as " the Contract " ) for the supply / Construction of \_\_\_\_\_ with the company. AND WHERE AS the Contract inter-alia provides that the Contractor / Supplier shall furnish to the company a sum of Rs. \_\_\_\_\_ /- ( Rupees \_\_\_\_\_ only ) towards security deposit or Bank Guarantee in lieu there of for due and faithful performance of the contract in the AND WHERE AS the Contractor / Supplier has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor/ Supplier and the Guarantor, the guarantor has agreed to give the Guarantee as here in after mentioned in favour of the company.

.... 2/-

(Full Signature of the Executant with seal)

B. G. No. \_\_\_\_\_ Dt: \_\_\_\_\_

**now the deed witnesses as follows**

1. This Guarantor do here by guarantee to the company the due and faithful performance, observance or discharge of the Contract by the Contractor / Supplier and further unconditionally and irrevocably undertake to pay to the company without demur and merely on a demand, to the extent of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only ) and claim made by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the Contractor / Supplier making any default in the performance, observance or discharge of the terms,

2. The decision of the company whether any default has been occurred or has been committed by the Contractor / Supplier in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the Contractor / Supplier making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the Contractor / Supplier admits or denies

The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the Terms and Conditions of the Contract or extend time of performance by the Contractor / Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor / Supplier any either to enforce or forbear from enforcing any of the terms and conditions governing the Contract or securities available to the company and the Guarantor shall not be released from its liability under those presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor / Supplier or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor / Supplier or of any other matter or

.... 3/-

(Full Signature of the Executant with seal)

B. G. No. \_\_\_\_\_ Dt: \_\_\_\_\_

3. The Guarantor further agrees that the Guarantee here in contained shall remain in full force and effect from \_\_\_\_\_ to \_\_\_\_\_ i.e. the period that would be taken for the performance of the Contract and it claims satisfied or discharged and till the Company certifies that the terms and conditions of the Contract have been fully and properly carried out by the Contractor / Supplier and accordingly discharge this Guarantee, subject, however, that the company shall have no claim under this Guarantee after \_\_\_\_\_ (Date) unless a notice of the claim under this Guarantee has been served on the Guarantor within \_\_\_\_\_ months from the expiry of the said period in

The guarantor undertakes not to revoke this guarantee during the period it is in force except with the previous consent of the company in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor / supplier or the Guarantor shall not

It shall not be necessary for the Company to proceed against the Contractor / Supplier before proceeding against the Guarantor and the Guarantees here in contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor/ Supplier shall at the time when proceedings are taken against the Guarantor here under

The guarantor here by declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the power of attorney granted to him by the proper authorities of the guarantor.

The Laws of India shall be applicable for the purpose of this Bank Guarantee and any matter arising out of or in connection with the Bank Guarantee, the place of Jurisdiction shall be at Hyderabad/Sanga Notwithstanding anything contained herein before the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and shall remain in force from \_\_\_\_\_ to \_\_\_\_\_ with a claim period of \_\_\_\_\_ months thereafter i.e., up to \_\_\_\_\_ (date)

.... 4/-

(Full Signature of the Executant with seal)

:: 4 ::

B. G. No. \_\_\_\_\_ Dt: \_\_\_\_\_

IN WITNESS WHERE OF THE \_\_\_\_\_ (Bank) and M/s. Bharat Heavy Electricals Limited have here unto set and subscribed their respective hands the day, month and year first above written.

SIGNATURE FOR AND ON BEHALF  
OF THE BANK WITH SEAL

**WITNESSES:**

-1

-2

## ANNEXURE II

### FORMAT OF COMPLETION CERTIFICATE **ON VENDORS LETTER HEAD**

Ref No:-

Dated:

To,  
OFFICER, PURCHASE (CG)  
BHEL, HYDERABAD

Sub: Completion of Supply of P.O.no:-

Dear Sir,

With reference to the above referred Purchase order, this is to certify that the total  
The total supply contains the no. of packages as per the below.

Sl.no

Packing case no:-

Description

1

Signature & seal of the vendor



**ANNEXURE – III**

**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 Maharashtra
21. Central Bank of India
22. Dena Bank
23. Indian Bank
24. Indian Overseas Bank
25. Oriental Bank of Commerce
26. Punjab & Sind Bank
27. 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