

ANNEXURE 'A'

REGARDING BHEL TERMS AND CONDITIONS FOR IMPORTED ITEMS:

1.0 Payment through unconfirmed irrevocable letter of credit for 80% net FOB price to be established 2 months prior to shipment and valid for 3 months for negotiation against the last shipment.

In case of confirmed letter of credit, confirmation charges shall be borne by the vendor.

Balance 20% of net FOB value shall be paid through electronic fund transfer/LC after acceptance of pedestal at our BHEL, Mumbai/site works against submission of **performance bank guarantee from** Indian scheduled Bank equal to 10% amount which has to be valid till guarantee period.

All letter of credit charges inside India to BHEL's account and out side India to vendor's account.

Inspection charges for inspection by BHEL / BHEL approved agency (M/s Lloyd Register) shall be vendor scope.

- 2.0 Prices shall remain **firm** till execution of the contract. The offer shall be valid for 120 days from the date of tender opening.
- 3.0 Delivery shall be guaranteed by acceptance of :
 - 3.1 **Penalty** for delay in supply – Penalty shall be levied @½% (half percent) per week subject to a maximum 10% of the total FOB value.
 - 3.2 Delivery shall be counted from the date of letter of intent, Delivery 1 set comprising of one No. each front, HP-IP, IP-LP and LP – Generator by 16 weeks and thereafter subsequent 2nd set by 18 weeks , 3rd set by 20th week and 4th set by 22nd week.
- 4.0 Shipment should be per set basis (fully assembled ready for site installation) as per delivery requirement. Part shipment is not permissible.
- 5.0 The price should be quoted on FOB (Main Sea Port of country of origin, i.e. up to Load Port)name of delivery port must be mentioned in the offer.
- 6.0 In case of any short shipment in the main equipment / spares, where separate rates are not available in the contract, custom duty levied on such supplies shall be borne by the supplier..
- 7.0 Any warranty replacement during warranty period shall be provided on FOR BHEL, EMRP, Plot No.D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East),MUMBAI – 400 093 / India basis.
- 8.0 The supplier shall furnish a bank guarantee from scheduled Indian bank for 5% value of the order confirming that order will be executed as per the terms and conditions and this should be valid till one month after PO delivery date. LC will be established after receipt of this BG.

- 9.0 Machine will be inspected as per drawings at your works prior to despatch by BHEL approved agency (M/s.Lloyd Register). However, final inspection and acceptance of machine will be at BHEL site.
- 10.0 The E & C charges if applicable will be released after deduction of Income tax as per the Govt. of India rules. TDS certificate will be issued by BHEL.
- 11.0 Offer may be rejected if copy of agreement between principal and Indian agent (in case offer is submitted through agent) indicating scope of work of Indian agent and agency commission payable to him is not enclosed with the technical bid.
- 12.0 Exchange rate applicable on the date of technical bid opening will be considered for price comparison.
- 13.0 BHEL reserves the right to distribute the quantity if required depending on the urgency of the work on acceptance of L-1 rate and delivery in total as follows:
In case of distribution among two vendor's percentage of business sharing will be 80% and 20% of the total quantity.

Note: All other terms and conditions sent alongwith the tender documents are applicable.

ANNEXURE 'B'

COMMERCIAL TERMS AND CONDITIONS FOR INDIGENOUS ITEMS:

1. **Payment Terms:** 80% payment of supplies shall be made within 90 days from the date of receipt of material and balance 20% after successful installation and commissioning of the equipment at EMRP Mumbai /site and against submission of performance bank guarantee from the scheduled Indian Bank for 10% value valid till the guarantee period.
2. Vendor to quote price Ex-Works. Transit Insurance will be by BHEL to fax up to the point of destination. Transportation from vendor works to site in BHEL scope.
3. **Delivery** shall be counted from the date of letter of intent, Delivery 1 set comprising of one No. each front, HP-IP, IP-LP and LP – Generator by 16 weeks and thereafter subsequent 2nd set by 18 weeks , 3rd set by 20th week and 4th set by 22nd week..
4. **Penalty** for late delivery shall be imposed @½% (half percent) per week subject to a maximum 10% of the total items value (including P&F charges, if any).
5. Shipment should be on per set basis as per the delivery schedule. Part shipment is not permissible.
6. Price shall remain **FIRM** till execution of the contract. The offer shall be valid for 120 days from the date of tender opening.
7. 5% of contract value **bank guarantee** from scheduled Indian Bank is to be submitted for contract execution immediately after placement of LOI (letter of intent). Purchase order shall be issued after receipt of this bank guarantee. Bank guarantee shall be valid till one month after PO delivery date.
8. Pedestals will be inspected at supplier's work prior to dispatch by Lloyd register / BHEL, However, final inspection and acceptance of pedestals by M/s Lloyd Register at BHEL site.
9. Applicable service tax shall be paid extra by BHEL against invoice.
10. Income tax deduction as per Govt. Rules shall be deducted at source for which TDS certificate will be issued by BHEL.
11. BHEL reserves the right to distribute the quantity if required depending on the urgency of the work on acceptance of L-1 rate and delivery in total as follows:
In case of distribution among two vendor's percentage of business sharing will be 80% and 20% of the total quantity.



BHARAT HEAVY ELECTRICALS LIMITED
UNIT: EMRP Mumbai
MATERIALS MANAGEMENT DEPARTMENT

TERMS AND CONDITIONS OF INDIGENOUS ENQUIRY

1. **Sealed quotations in duplicate are** invited for the items mentioned in the Enquiry. Quotations should be typed and free from over writing / erasures, correction or additions must be attested.
2. Each quotation should be sent in a **double cover**. Both cover should be sealed and super scribed with **Enquiry No. BHEL/EMRP/PUR/ S/200514/515/516/517 due on date 15.11.2011** at EMRP, Plot No.D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East),MUMBAI – 400 093. Quotation against each set of pedestal should be sent in separate set of covers to avoid confusion. Quotation not bearing Enquiry No. and due date liable to be rejected.
3. **The quotation should reach this office on** or before 2.00 P.M. and on or before the due date and the Techno-Commercial Bid will be opened after 3.00 P.M. on the due date. In front of vendor representative / along with authority letter.
4. **Quality Assurance Plan format shall be supplied by EMRP, Mumbai along with Enquiry. Vendor should confirm and submit along with offer.**
5. **Manufacturer's Name, their trade mark and brand**, if any should invariably be mentioned in the quotation and **illustrating leaflets** giving technical particulars etc. attached to the quotation.
6. **Material should be procured from Siemens / BHEL approved sources and meet our specification and drawings** mentioned in enquiry. Deviation if any is to be specifically brought out in the quotation.
7. **Payment Terms:** 80% payment of supplies shall be made within 90 days from the date of receipt of material and balance 20% after successful installation and commissioning of the equipment at EMRP Mumbai /site and against submission of performance bank guarantee from the scheduled Indian Bank for 10% value valid till the guarantee period.
8. **Date of Delivery**, as per our delivery terms as mentioned above. In the event of Purchase Order being placed, may be indicated **item-wise** in the quotation.
9. **No import Licence** will be given in any case. Only offer for Indigenous manufactured or of Imported Stock will be considered.
10. **No enhancement of rate** for whatever cause will be allowed once the quotations accepted and the order is placed. Withdrawal from the quotation after it is accepted or failure to make the supply within the scheduled period will entail cancellation of the order in addition to recovery of losses from the successful tenderers.
11. Successful supplier should, if so required by us furnish a **security deposit or Bank Guarantee from an approved bank equivalent to an amount of 10% of the total value of the order** for the satisfactory execution of the same in accordance with the terms and conditions and delivery specified in the order.

12. **Transit Insurance** will be done by BHEL Mumbai unless otherwise specified.
13. All goods are subject to **inspection** by BHEL and or their authorized representative M/s.Lloyd Register at supplier works / BHEL as mentioned in the PO.
14. All goods should be **Guaranteed** against defect by the supplier for 24 months from despatch or date of acceptance after inspection whichever is later.
15. In case further subcontracting of BHEL order or part there of is envisaged by supplier, the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written **permission shall be obtained** from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
16. Bharat Heavy Electricals Ltd. Does not bind itself to accept the lowest or any quotation, but reserves to itself the right to accept full or part of any quotation at its discretion.
17. **Rate should be quoted in the Units given in the Enquiry** and valid for a period of three months from the due date of opening of quotation. **The rates should be quoted both in figures and words.**
18. The quotation must indicate **Tariff item** number and rate of Excise duty applicable: Original Excise Duty **Gate Pass** will be required to be furnished in case charged to us.
19. **Only Central Sales Tax** as applicable at the time of supply is to be charged. Our registration (TIN) No. is 27060300130. However if any tenderer finds that any other sales tax is to be paid, it should clearly be mentioned in the quotation.
20. Where there is provision for payment of Sales Tax extra, it will only be paid if registration number both under the State Sales Tax and Central Sales Tax are specifically mentioned on the bill/invoice.
21. **Supplier Sales Tax Registration Number** should be mentioned in the quotation positively.
22. **Supplies shall be securely protected** and the goods packed against loss, damage etc. Marking and consignee details shall be as per the Purchase Order.
23. **All Material is to be booked:** The consignee address at site shall be furnished. In case of Road, the material is to be sent only through BHEL approved Transporters on Door Delivery basis to DGM(MM) BHEL, EMRP, Plot No.D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East),MUMBAI – 400 093, or to be intimated at later date. If any material is not booked as above, any **wharfage or demurrage occurring the reform shall be to the account of the supplier.**
24. Set of documents consisting of invoice, challan, guarantee certificate, test certificate, RR/LR, excise duty gate pass etc. will be required **to be furnished as per details in PO to DGM(MM) BHEL, EMRP, Plot No.D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East),MUMBAI – 400 093.**
25. **All drawings and documents** supplied by BHEL will remain BHEL property and **shall be returned to BHEL** as and when demanded by BHEL in good condition.
26. **ARBITRATION:** In all case of disputes emanating from and in reference to this purchase order the matter shall be referred to the arbitration of the sole arbitration of the Head of Unit, EMRP, BHEL, Mumbai or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this P.O. in any manner)

nominated by the said Executive EMRP to act as sole arbitrator. The arbitration shall be executive under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules there under. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

27. **All suit/claims** in respect of this shall be in the Courts of Mumbai only.

28. **SAFETY CLAUSE FOR PURCHASE ORDERS:**

29. The vendors shall maintain and ensure sufficient safety measures as required for inspections and tests like Pneumatic Test, Hydraulic Test, Spring Test, Bend Test Material handling and safe working environment etc. to enable Inspection Agency for performing inspection.
30. The vendor shall ensure that all the safety precautions specified in Factories Act 1948 Chapter-IV Section-21 to 41 are complied with respect to equipment is found not complying with proper safety requirements, then the Inspection Agency may with hold inspection, till such the desired safety requirements are met.
31. Evaluation of offer shall be on the basis of Landed cost to BHEL EMRP, Mumbai.
32. Failure of despatch the material in the time as per the items of delivery quoted in our order would make the supplier liable to an un conditional penalty of half percent of the price of the goods in arrears per week at BHEL's discretion. Subject to a maximum of 10% of the order value.



BHARAT HEAVY ELECTRICALS LIMITED
UNIT: MUMBAI
MATERIALS MANAGEMENT DEPARTMENT

MM 5534
REV.01

TERMS AND CONDITIONS OF FOREIGN ENQUIRY

1. **Sealed quotation in duplicate** are invited for the items mentioned in the Enquiry. Quotations should be typed and free from over writing / erasures, correction or additions must be attested.
2. Each quotation should be sent in a **double cover**. Both cover should be sealed and superscribed with **BHEL/EMRP/PUR/ S/200514/515/516/517 due on date 15.11.2011**, the address of the office, BHEL, EMRP, Plot No.D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East),MUMBAI – 400 093. Quotation against each Enquiry should be sent in separate set of covers to avoid confusion.
3. **The quotation should reach this office on** or before 2.00 P.M. and on or before the due date and it will be opened after 3.00 P.M. on the due date in front of vendor representative along with authority letter.
4. Bharat Heavy Electricals Ltd. reserves the right to accept full or part of any quotation without assigning any reason thereof.
5. The prices given in the quotation should be nett FOB, Main Port to country of origin. It should not include any element of Insurance & Freight. Transportation from Nhava Seva to site in BHEL scope.
6. Agency Commission, if any, will be paid out of the FOB, main port to the country of origin, value after receipt and acceptance of material on inspection, in Indian Rupees on submission of invoice. Exchange rate considered for calculation will be the rate prevailing on the tender opening date or the letter of intent date or date of purchase order, whichever is the lowest.
7. The quotation should be on a firm price basis and should be valid for acceptance for a period of 4 months from the due date of opening of tender.
8. The offer must give the name of manufacturer & country of origin of the material.
9. The quotation and other details must be in English. The offer should be in the currency of the country of origin or in Indian Rupees unless otherwise specified in the tender document.
10. The material offered should be strictly conforming to our specification/drawing and any deviation of the material offered must be clearly brought out in the quotation.
11. The rates should be inclusive of packing suitably in all respects considering the peculiarity of this material for normal transport by sea in vendor scope. Pedestals should be suitably protected against the effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.

12. The normal terms of payment are by establishing irrevocable letter of credit. However, same will be in line with the terms and conditions of import licence if applicable against which the material will be imported.
13. Failure to despatch the material in time as per the terms of delivery quoted in our order would make the supplier liable to an unconditional penalty of half percent of the price of the goods in arrears per week at BHEL's discretion, subject to a maximum of 10% of the order value.
14. Enhancement of rates, for whatever causes will not be allowed once the quotation is accepted and the order is placed.
15. Quotation must indicate clearly the delivery schedule from the date of placement of LOI/Order.
16. 6 sets of document & (3 original and 3 non-negotiable), consisting of invoices, challan, guarantee certificate, test certificate etc. will be required to be furnished as per details in Purchase Order.
17. All the goods shall be subject to inspection by M/s. Lloyd Register/ BHEL at supplier's works or at BHEL stores or at any place in India indicated by BHEL as the case may be. The supplier will not charge for the facilities provided for inspection of goods.
18. All drawings and documents supplied for by BHEL will remain BHEL's property and shall be returned to BHEL as and when demanded by BHEL.
19. The contract shall be governed by the laws of India.
20. Any disputes arising out of this, shall be referred to the Sole Arbitration of the In charge EMRP, EMRP, Plot No.D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East),MUMBAI – 400 093 or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Mumbai.
21. All suits/claims in respect of this shall be in the Courts of Mumbai.

Annexure I A (For Indigenous Vendors)

Tender Enquiry No. BHEL/EMRP/PUR/ S/200514/515/516/517

Dt: 18.10.2011

Bidder's Ref No: _____

NO DEVIATION CERTIFICATE

We here by accept and agree to all the Techno-Commercial & general terms & conditions given in the above referred tender enquiry without any deviation.

**Authorized Signatory,
With seal of the company**

OR

PROFORMA FOR DEVIATION TO TENDER TERMS SOUGHT BY BIDDERS

BHEL expects the bidders to fully accept the terms and conditions of the NIT. However, deviations if any considered essential by the bidder may be communicated in the following proforma. **Deviation not listed in the following deviation proforma, even if mentioned else where in the offer document shall not be considered**

Sr. No.	Clauses	Accepted	Not Accepted	Deviation	Cost Implication
1	Technical clause				
2	Payment Terms				
3	Transit Insurance				
4	Delivery Required Clause				
5	L.D. Clause				
6	Part Dispatch				
7	Price Validity				
8	Bank Guarantee Clause				
9	Inspection Clause				
10	Taxes and Duties Clause				
11	General Terms & Conditions Clause				

We confirm acceptance of all other terms and conditions of NIT

**Signature of the bidder
Seal of the company**

Note: It may be noted that offers with deviation without price implications are liable to be rejected

Annexure I B (For Foreign Vendors)

Tender Enquiry No. BHEL/EMRP/PUR/ S/200514/515/516/517

Dt: 18.10.2011

Bidder's Ref No: _____

NO DEVIATION CERTIFICATE

We here by accept and agree to all the Techno-Commercial & general terms & conditions given in the above referred tender enquiry without any deviation.

**Authorized Signatory,
With seal of the company**

OR

PROFORMA FOR DEVIATION TO TENDER TERMS SOUGHT BY BIDDERS

BHEL expects the bidders to fully accept the terms and conditions of the NIT. However, deviations if any considered essential by the bidder may be communicated in the following proforma. **Deviation not listed in the following deviation proforma, even if mentioned else where in the offer document shall not be considered**

Sr. No.	Clauses	Accepted	Not Accepted	Deviation	Cost Implication
1	Technical clause				
2	Payment Terms				
3	Price Validity Clause				
4	L.D. Clause 3.1				
5	Delivery required clause 3.2				
6	Part Shipment				
7	Transport Clause				
8	Warranty Replacement Clause				
9	Bank Guarantee Clause				
10	Inspection Clause				
11	E & C Charges Clause				
12	Taxes and Duties Clause				
13	Exchange Rate Clause				
14	General Terms & Conditions Clause				

We confirm acceptance of all other terms and conditions of NIT

**Signature of the bidder
Seal of the company**

Note: It may be noted that offers with deviation without price implications are liable to be rejected

Annexure II A (For Indigenous Items)

Tender Enquiry No. BHEL/EMRP/PUR/ S/200514/515/516/517

Dt: 18.10.2011

Bidder's Ref No: _____

Proforma for Price Bid Part "B"

Description	Qty. Nos.	Unit Rate per / Nos. as per total cost to BHEL as per break up below in Rs.	Total Price
Front Pedestal Inclusive of all costs as per tender specification (Like Packing / Forwarding & Transportation, etc.,)			
LP-IP Pedestal Inclusive of all costs as per tender specification (Like Packing / Forwarding & Transportation, etc.,)			
IP-HP Pedestal Inclusive of all costs as per tender specification (Like Packing / Forwarding & Transportation, etc.,)			
LP- Generator Inclusive of all costs as per tender specification (Like Packing / Forwarding & Transportation, etc.,)			

Break-up of above total unit rate:

(in Rupees)

Sr. No.	Description	Front Pedestal	LP-IP Pedestal	IP-HP Pedestal	LP- Generator
1.	Basic unit rate for each no.				
2.	Excise duty (Specify rate)				
3.	Transportation Charges				
4.	CST / VAT (Specify rate)				
5.	Total (1+2+3 +4)				

Note:

- Vendors should clearly indicate the rates of taxes and duties applicable as per above Proforma.
- Final evaluation shall be carried out after considering CENVAT / VAT credit available to BHEL.
- Vendors should confirm place of dispatch of material to enable decision on applicability of Octroi at Mumbai.**
- For evaluation purpose, total landed price inclusive of Octroi and related charges at Mumbai as applicable, shall be considered.

**Authorized Signatory, with
Seal of company**

Annexure II B (For Imported Items)

Tender Enquiry No .BHEL/EMRP/PUR/ S/200514/515/516/517

Dt: 18.10.2011

Bidder's Ref No: _____

Proforma for Price Bid Part "B"

Description	Qty. Nos.	Unit Rate per / Nos. as per total cost to BHEL as per break up below in Euros	Total Price
Front Pedestal Inclusive of all costs as per tender specification (Like Packing / Forwarding & Transportation, etc.,)			
LP-IP Pedestal Inclusive of all costs as per tender specification (Like Packing / Forwarding & Transportation, etc.,)			
IP-HP Pedestal Inclusive of all costs as per tender specification (Like Packing / Forwarding & Transportation, etc.,)			
LP- Generator Inclusive of all costs as per tender specification (Like Packing / Forwarding & Transportation, etc.,)			

Break-up of above total unit rate:

(in Euros)

Sr. No.	Description	Front Pedestal	LP-IP Pedestal	IP-HP Pedestal	LP- Generator
1.	FOB Price per unit				

Note:

- Vendors should clearly indicate the rates of taxes and duties applicable as per above Proforma.
- Final evaluation shall be carried out after considering CENVAT / VAT credit available to BHEL.
- Vendors should confirm place of dispatch of material to enable decision on applicability of Octroi at Mumbai.**
- For evaluation purpose, total landed price inclusive of Octroi and related charges at Mumbai as applicable, shall be considered.

**Authorized Signatory, with
Seal of company**