

BHARAT HEAVY ELECTRICALS LTD.**(TRANSMISSION BUSINESS GROUP)****GENERAL TERMS AND CONDITIONS FOR ENQUIRY**

Sr. No	ENQUIRY NO. Rev. DATED Due on 09.03.2011	Bidder's Remark
1.	<p>1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested and otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 14.00 Hrs of the due date of opening in Material Management Division, Transmission Business Group, BHEL, Integrated Office Complex, Lodhi Road, New Delhi – 110 003, India. Phone : 091-11- 41793463, Fax :091-11-24365869, Email: archanak@bhelindustry.com kanaskar@bhelindustry.com scshivhare@bhelindustry.com</p> <p>3. The same shall be opened at 14.30 Hrs on the same day. Tenders received late shall be rejected. Bidders must ensure that tender documents are deposited on or before due date. Bidders are required to submit the credential along with Techno commercial bid to substantiate the qualifying requirement.</p> <p>4. Bids are to be submitted in Two parts: i) Techno-commercial bid (Part I) – To be submitted in duplicate. A copy of price bid (Part II) (without prices) is also to be enclosed in Part I bid. ii) Price bid (Part II) – To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words will prevail over figure. If there is a calculation mistake in multiplication of unit rate with quantity, then the unit rate quoted will be considered for calculation.</p> <p>Both Part I and Part II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry no., item / package name, project name and due date of opening. Note:1 Representative deputed to witness tender opening must produce an authority letter from the signatory of offer at the time of tender opening.</p> <p>5. For any Technical clarification, please contact Shri D. K. Mandal, Sr. Manager / TBEM BHEL, Integrated Office Complex, Lodhi Road, New Delhi – 110 003, India Phone : 091-11- 41793291, Fax : 091-11-24369509, Email: dipak@bhelindustry.com</p> <p>For any commercial clarification please contact person issuing</p>	

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	<p>enquiry.</p> <p>6. Price bid should not contain any information / description / terms & condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material</p> <p>There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p> <p>9. Authorized signatory should authenticate tender documents.</p>			
2.	<p>PRICES:</p> <p>A. The prices as quoted in price schedule remain firm after adjustment by the PVC adjustment formula attached with the enquiry.</p> <p>B. The break-up of price shall be as under:-</p> <ul style="list-style-type: none"> • Ex-Works price for Indian Vendors. • FOB (mention port) / CIF - destination port (Mumbai) <p>ii) Freight & Insurance: Indian vendors to quote Freight and insurance from works to site. Foreign vendors to quote Freight and Insurance charges from port of loading to port of discharge.</p> <p>iii) Type Test charges: If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p>iv) Erection / Commissioning supervision charges: If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p> <p>Note: i) The purchase order shall be placed on Ex-Works/FOB/CIF basis. ii) Evaluation shall be done on landed cost at site to buyer. For foreign vendor, BHEL Transport contract rates / freight charges from port to site will be added for evaluation. However foreign vendor can also quote for inland transport (From Mumbai port to Site). iii) Price offer should clearly mention breakup of FREIGHT INSURANCE up to DISCHARGE PORT – MUMBAI (iv) BHEL reserves right to exercise option of “REVERSE AUCTION” to obtain best price. (v) Price expressed in any currency will be converted to Indian rupee at the sailing exchange rate in India on the date of Bid opening. (vi) AS THE STATUS OF PROJECT I. E. DEEMED EXPORT ETC. IS NOT KNOWN AS OF NOW, INDIAN VENDORS TO QUOTE FOR EXCISE DUTY AS APPLICABLE & CST AGAINST FORM C in the space provided in Schedule of Prices.</p>			

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3.	<p><u>TERMS OF PAYMENT:- For Overseas Vendors:</u></p> <p>a) <u>FOR SUPPLY PORTION:-</u> By irrevocable LC (Usance LC) which will be opened after placement of order and receipt of performance bank guarantee for 10% of order value. All bank charges to supplier's account.</p> <p>90% against original invoice, original bill of lading, packing list, MICC (dispatch clearance given by BHEL quality group), guarantee certificate, Transit insurance certificate, certificate of origin, Performance Bank Guarantee copy.</p> <p>10% against material receipt at site against material receipt certificate by BHEL Site Incharge.</p> <p>b) <u>FOR INSTALLATION SERVICES:-</u> 100% direct payment within 60 days after acceptance of the installation services work by BHEL.</p> <p>c) <u>For Type Test :</u> 100% payment with taxes and duties on acceptance of test reports by BHEL on certification by BHEL engineering within 60 days from the date of receipt of clear invoice.</p> <p><u>TERMS OF PAYMENT:- For Indian Vendors:</u></p> <p>a) 100% payment along with taxes, duties, Freight & Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies).</p> <ul style="list-style-type: none"> - Receipted LR - Excise invoice - Delivery Challan / Packing list (case wise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers, - Despatch Clearance given by BHEL, - Guarantee certificate, - All Test reports and inspection reports, - Performance Bank Guarantee copy. <p>b) <u>FOR INSTALLATION SERVICES:-</u> 100% direct payment within 60 days after acceptance of the installation services work by BHEL.</p> <p>c) <u>For Type Test :</u>100% payment with taxes and duties on acceptance of test reports by BHEL on certification by BHEL engineering within 60 days from the date of receipt of clear invoice.</p> <p>INTEREST LIABILITY In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>			

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4	GUARANTEE: The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, whichever is earlier. The defective material / component shall be replaced free of cost at site.			
5.	<p><u>SECURITY CUM PERFORMANCE BANK GUARANTEE:</u> For Overseas Vendors: In the event of an order, tenderer shall furnish BG towards Security Cum Performance for 10% of total value of P.O.(for supply portion), within two weeks of placement of P.O. valid till 60 days beyond the guarantee period, from a reputed Bank of the bidder's country, subject to Purchaser's approval, in our prescribed format. The original BG shall be sent by issuing bank directly to SR. DGM - FINANCE, INDUSTRY SECTOR, BHARAT HEAVY ELECTRICALS LIMITED, INTEGRATED OFFICE COMPLEX, LODHI ROAD, NEW DELHI – 110 003, (INDIA).</p> <p><u>PERFORMANCE BANK GUARANTEE:</u> For Indian Vendors: Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p><u>Option A</u> A single rolling Bank Guarantee of Rs 20 lakhs initially valid for one year for all the orders being executed for Transmission Business Group, BHEL.</p> <p><u>Option B</u> BG for 10% of the total Ex-works PO value, valid for 24 months from the date of first delivery. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.</p> <p><u>Option C</u> Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 24 months from the date of first delivery.</p> <p>The Bank guarantee shall be from State Bank of India / State bank of Hyderabad / State Bank of Travancore / State Bank of Mysore / Canara Bank / Bank of Baroda / Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC / any other Nationalised Bank. The original BG should be sent by issuing Bank directly to SDGM (Finance), TBG, BHEL.</p>			If no option is exercised by the Bidder, Default option taken will be Option – B.
6.	<p><u>INSPECTION:</u> BHEL and / or customer may inspect the Equipment/Material before dispatch. In the event BHEL / Customer waives off inspection, certified TEST REPORTS and RESULTS shall be submitted for approval. Supplier shall obtain approval on Test reports and MICC (Material Inspection Clearance Certificate), before dispatch of equipment.</p> <p>BHEL / Customer may also carry out stage inspection during manufacturing of the ordered item.</p> <p>Supplier shall send inspection call on prescribed format only, with an advance notice of 15 days.</p>			

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7.	<u>DISPATCH DOCUMENTS:</u> Dispatch documents (Negotiable documents) shall normally comprise Original Invoice, AWB / Bill of Lading/LR, Shipping / Packing lists (case wise), Certificate of country of origin, Material Inspection Clearance certificate (MICC), Test Certificates & approval of acceptance & routine test certificates, Insurance certificate (for Indian vendors) and manufacturer's guarantee certificate.			
8.	<u>DELIVERY PERIOD:</u> Bidder to specify delivery period in weeks from the date of LOI / PO in the activity schedule format enclosed with enquiry. Time for conduction of type test, if required, is to be separately indicated. <u>Note:</u> BOL/AWB/LR date or Invoice date whichever is later shall be considered as delivery date for supply portion and date of completion of installation work shall be considered as delivery date for installation work.			
9.	<u>DELAYED DELIVERY:</u> In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total Ex-Works Value per week or part there-of subject to maximum of 5% of total Ex-Works value of P.O. will be withheld.			
10.	<u>VALIDITY:</u> The offer shall be valid for 120 days from the due date of opening.			
11.	<u>ACCEPTANCE / REJECTION OF TENDER:</u> BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.			
12.	<u>EVALUATION:</u> Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.			
13.	<u>DEVIATION:</u> The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.			
14.	<u>ARBITRATION:</u> All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The arbitration and conciliation act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.			
15.	<u>LEGAL SETTLEMENT:</u> All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi.			
16.	<u>SUBCONTRACTING:</u> In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.			
17.	<u>RISK PURCHASE:</u> In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder.			

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18.	<u>ADJUSTMENT OF RECOVERY:</u> Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works/contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.			
19.	<u>FORCE MAJEURE CONDITION:</u> If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.			
20	<u>Demurrage/ Wharfage:</u> For the reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any, paid by BHEL (for stated reasons).			
21	All the Bank Guarantee shall be from a schedule bank in India acceptable to BHEL.The original BG should be sent by issuing bank directly to SR. DGM(F) TBG BHEL. Bank Guarantee should be valid for lodging claim within two months after expire of guarantee period.			
23	Procurement will be from manufacturers only. Manufacturers should submit offers directly. However in case of involvement of any representative the details of the same along with the copy of the agreement should be submitted in the first part of the offer. Principal manufactures must ensure that the nominated representative do not represent any other manufacture for the same item.			
24	INTEGRITY PACT : The Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with the techno-commercial bid, duly signed by the authorized official of the bidder/ vendor/ contractor and authorized official of BHEL will form part of the Purchase order/ contract. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words entering into this pact would be a preliminary qualification. Name of Independent External monitor to be considered (IEM): Shri Kanwarjit Singh, IRS (Rtd.) Address: D-6/12, Ground Floor, Vasant Vihar, New Delhi - 110 057 E-mail address : kanwarfeb@gmail.com			

Signature of Bidder

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