



BHARAT HEAVY ELECTRICALS LIMITED

Heavy Power Equipment Plant
Ramachandrapuram, Hyderabad – 500 032 (India)

Phones: (040) 2318 2127

Mail ID: narayanan@bhelhyd.in

Enquiry for supply of Silica Sand (Medium Grade)

Dear Sir/ Madam,

We need **“4000 MT of Silica Sand (Medium Grade)”**

as per the tender documents enclosed in the attachment.

1. Our Tender Enquiry No. is Z1A1Q23667/05.12.2017 and Tender is due on 26.12.2017.
2. Tender is on Two Part Bid System. You need to submit the Technical bid & Price bid in separate sealed covers.
3. Techno-Commercial Bid Format- You have to fill point by point each column, duly signed and stamped on each page.
4. **Price Bid Format-You have to put only the basic price, duly signed and stamped.**
5. Instructions to Bidder (ITB) you have to fill point by point each column, duly signed and stamped on each page.
6. As per BHEL specification: HY53698, Rev:01.
7. Our tender reference no, date, due date shall be indicated on the top of the envelope.
8. In emergency only, you may send the tender/ offer through

E-mail ID: Technical offer to be submitted to **technicalbid_hyd@bhel.in** and Price Bid to be submitted to **pricebid_hyd@bhel.in**

Tender received through email on emergency grounds will be accepted only if they are complete in all respects. Tenders sent to other than this email ID will not be considered.

With regards

For Bharat Heavy Electricals Limited

Narayanan S.
Dy. Manager/Purchase/F&P
BHEL, Hyderabad
Ph: 040-2318 2127

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (Quoted against this tender enquiry) will have to necessarily submit "Online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
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. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT 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 and loading factors (for non- compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
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 auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. 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.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Business Rules for Reverse Auction

Annexure – II

Page 1 of 6

This has reference to Tender No: (will be communicated later) (BHEL shall finalise the Rates for the Supply and of Silica Sand Medium grade through Reverse Auction mode. BHEL has made arrangement with (will be communicated later), who shall be BHEL's authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same. The technical & commercial terms are as per (a) BHEL Tender Enq. No. Z1A1Q23667 (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on (will be communicated later)

- **Online Sealed Bid:-**

☐ Start Time: 13.00

☐ Close Time: 13.30

- **Online Reverse Auction:-**

☐ Start Time: 14.00

☐ Close Time: 15.00

2. Auction extension time: If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to (will be communicated later) with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

3. Bid price: The Bidder has to quote the F.O.R. destination Price inclusive of Packing & Forwarding charges, Excise Duty + Cess, CST against C-Form / VAT, Freight (bidder to provide original Freight paid receipt if any), Insurance charges, etc. including unloading for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

4. **Bidding currency and unit of measurement:** Bidding will be conducted in **Indian Rupees** of the material as per the specifications of HC FERROCHROME 30 MT CABLES

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

5. **Validity of bids:** Price shall be valid for **60 days** from the date of reverse auction. These shall not be subjected to any change whatsoever.

6. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

7. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

8. Procedure of Reverse Auctioning

- i. **Online Sealed Bid:** This duration of online sealed bid will be **30 minutes**. All bidders to submit their online sealed bids during this period.
 - ii. **Online Reverse Auction:** The "opening price" i.e. start price for RA and "bid decrement" will be decided by BHEL.
 - iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
 - iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
 - v. **A f t e r** the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
9. If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).

Amdt: 01dt:22.11.2013

In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.

10. Only those bidders who have submitted the "online sealed bid" within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.

12. Computerized reverse auction shall be conducted by BHEL (through **(will be communicated later)** on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to **(will be communicated later)**, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be

clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor (will be communicated later) is responsible for such eventualities.

- 13.** Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of „each lowest proxy bid" and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.
15. (will be communicated later) shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. (will be communicated later) shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.
16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in Annexure - VII after the completion of auction to (will be communicated later) besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.
18. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per Enquiry No.. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.
19. Bidders shall be assigned a **Unique User Name & Password** by BHEL or (will be communicated later). Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ (will be communicated later) to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

- a. Leading (Running Lowest) Bid in the Auction (only total price of package)
- b. Bid Placed by the bidder c.
- Start Price
- d. Decrement value

- 21. After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Bidders.
- 22. BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.
- 23. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
- 24. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
- 25. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per Annexure-IV.
- 26. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
- 27. If there is any clash between this business document and the FAQ available, if any, in the web site of (will be communicated later) the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To,

(will be communicated later)

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for **"SUPPLY OF SILICA SAND MEDIUM GRADE"** against BHEL enquiry/ RFQ No.: **Z1A1Q23667,**

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per Annexure - VII within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and **(will be communicated later)** .

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to **(will be communicated later)** at {.....} prior to start of the Event.
- Attach a signed copy of the RFQ document along with the Agreement

Form/ Process Compliance form and send to **(will be communicated later)**

Details of item (s) to be Reverse Auctioned

TENDER REF No. : Z1A1Q23667

BREIF DETAILS OF THE MATERIAL / SERVICES BEING PROCURED: **"SUPPLY OF SILICA SAND MEDIUM
GRADE"**

The offers of all the bidders are technically & commercially frozen as submitted by the bidders and clarified in subsequent correspondence, if any, with the bidders.

RA price confirmation and breakup

To
(will be communicated later)

CC: M/s BHEL

Sub: Final price quoted during Reverse Auction and price breakup for Tender Enq.
No.: Z1A1Q23667, for item- "SUPPLY OF SILICA SAND MEDIUM GRADE

Dear Sir,

We confirm that we have quoted.

Rs.{ } for item covered under tender enquiry No.: Z1A1Q23667,

Total price of the items covered under above cited enquiries is inclusive of
Packing & forwarding, E.D., C.S.T./VAT, freight and insurance charges upto
BHEL, R.C.Puram as per NIT.

as our final landed prices as quoted during the Reverse Auction conducted today
(will be communicated later) which will be valid for a period of **60** days.

The price break-up including that of line items is as given below.

Total Cost for Basic Equipment :Rs

Total Service Cost :Rs

TOTAL (i.e. cost to BHEL) :Rs

Thanking you

and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:

Company: Date:

Seal:



BHARAT HEAVY ELECTRICALS LTD. , RC.PURAM, HYDERABAD

Document No. HY:MM:ITB Rev:07

INSTRUCTIONS TO BIDDER (ITB)

(Attachment to Enquiry No. Z1A1Q23667 Due on Date: 26.12.2017 for submission by 11.00 hrs to open from 14.00 hrs.)

NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column. Deviations , if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non deviatable clauses are indicated as "NON DEVIATABLE".

Sl. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATION S/ COMMENT
1.	SCOPE OF SUPPLY:		
	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. Bidder can also submit offer through email at their own risk. The offer is to be submitted in two parts. 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 <u>attachment only</u> . 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.	GENERAL INSTRUCTIONS:		
A	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English / Hindi. All Pages of Techno Commercial Bids (Main Pages), ITB should be signed and Stamped. If there is a conflict in case of bilingual submission, the submission in English will be final.		Non Deviatable
B	In case of Single-Part bid Tender, the complete bid shall be submitted in a single sealed cover super subscribing the Tender number and due date. Incomplete offers are liable for rejection. E mail bids shall be sent to mail ID pricebid_hyd@bhel.in as an <u>attachment only</u> .		Non Deviatable
C	Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read fully before submission of quotations.		Non Deviatable
D	BHEL reserves the right to process the tender through Reverse Auction (RA) route. Bidders are requested to go through RA guidelines (which are attached) and confirm acceptance of the same. Otherwise the offer is liable for rejection. BHEL will decide (after technical bid opening), at its discretion, to process the tender through Reverse Auction or by opening price bids.		Non Deviatable
E	Vendors are advised to comply with specific conditions of the enquiry, Should there be any deviations (where deviations are permitted), it shall be entered in the deviation column. BHEL reserves the right to reject such offers or load the bid suitably for evaluation.		Non Deviatable
F	Offers shall be submitted directly, only by the vendor or by their authorized representative / agent and the offer should be in line with the regulatory guidelines (i.e A valid Agency agreement between principal vendor and agent / representative shall be attached and the agreement shall cover the scope of services rendered by Agent, Agency Commission and any other information called for as per the regulatory guidelines). OEM / Mill details shall be provided if supplier is not a manufacturer. Bid envelopes shall bear the name of Supplier. In case of submission through authorized representative/agent, the name of representative/agent should also be mentioned apart from supplier name.		Non Deviatable
G	Offer received after the specified time and date of submission shall be rejected. No further correspondence shall be entertained.		Non Deviatable
H	Unsolicited offers shall not be considered.		Non Deviatable
3.	OTHER PARTICULARS (Please indicate applicable data)		
A	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
B	Name of the Port of loading and Port of Discharge (applicable to imports).		
4	BID SUBMISSION PROCEDURE:		
A.	For Single Part Bids: Offers addressed to DGM/CMM, Vendor Complex, 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 on or before the specified time and date of submission of offers, preferably in the bidder's envelope. For e-mail offers please follow the procedure mentioned in 2 (B).		Non Deviatable
B	For two-Part Bids:		



BHARAT HEAVY ELECTRICALS LTD. , RC.PURAM, HYDERABAD

Document No. HY:MM:ITB Rev:07

INSTRUCTIONS TO BIDDER (ITB)

(Attachment to Enquiry No. Z1A1Q23667 Due on Date: 26.12.2017 for submission by 11.00 hrs to open from 14.00 hrs.)

i	Two part bid consisting of 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, <u>except the price</u> , super scribing enquiry No. (Techno-Commercial Bid) and due date Signed and Stamped ITB and special conditions of contract, if any is required to be attached along with Techno-commercial Bid - (Part-1) AND 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.		Non Deviatable
ii	Techno-commercial Bid will be opened on the assigned date .Only the price bids of vendors whose techno commercial bids are accepted will be opened later on a specified date. In case BHEL opts for Reverse Auction, the date of conducting RA will be intimated separately to all the qualified bidders.		Non Deviatable
iii	The bidders whose bids are techno commercially not accepted will be informed & EMD (Earnest Money Deposit) shall be returned wherever submitted.		
iv	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL warrant changes in prices.		Non Deviatable
v	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening.		Non Deviatable
5	Delivery Instructions		
A	Indigenous Purchase		
	Goods shall be delivered on FOR Destination basis to the named destination(s) or as specified in the enquiry, Insurance in the scope of supplier. For calculating penalty, Date of clearance note (c-note) at BHEL gate is reckoning date. C-note is generated at BHEL material gate only on submission of invoice, lorry receipt, BHEL weighment slip and packaging list.		
B.	Imports		
	The goods shall be delivered on CIP-basis to port of discharge as mentioned in the purchase order.		
6	Documentation:		
A	Indigenous Purchase		
	Seller shall arrange to send to BHEL, Hyderabad along with all the required documents as detailed in Purchase Order, such as, Tax Invoice (Original for Recipient, Duplicate for Transporter), consignee copy of LR, Packing list , Pre-dispatch Inspection report, Test/ Guarantee/ Warranty certificate/ O&M manuals (as applicable) etc. immediately on dispatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order. In case of dispatches from vendor works to site, material receipt certified by site office / Customer shall be provided. Softcopies of the above documents shall be uploaded in Pradan portal https://web.bhelhyd.co.in/mm/ immediately after dispatch of the material		Non Deviatable
B	Imports		
	(i). Seller shall inform the purchaser the readiness of material along with packing details well in 30 days advance from the date of delivery. Seller shall also upload soft copy of the dispatch documents consisting of BL / AWB, Invoice, Shipping list & Test certificates and other documents as specifically indicated in the Purchase Order in PRADAN Portal (https://web.bhelhyd.co.in/mm/) within 3 days from the B/L date for sea shipment and 1 day from AWB date for Air shipment. (ii). In case of CIP shipments, seller shall also inform purchaser the information about discharge port agent details and ship arrival information within 7 working days from the		



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date of Shipment.

(iii).In case the material shipped in Full Containers(FCL), Seller shall ensure that the Bill of Lading should clearly spell out the following

1. Port of discharge -- "Nhavaseva"/chennai
2. Place of Delivery / Final Destination - "ICD Sanath Nagar".
3. For air consignment the port of discharge will be Hyderabad, India and consignee shall be BHEL.

(iv).In case of Air shipment, the following dimensions of single package may be noted.

- a). Dimension of the cargo(ODC) -- > 125" x 88" x 63"
- b).Weight of the cargo -- >3.5 MT.

If any package dimension or weight crosses the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and seller shall inform BHEL well in advance of 20 days prior to the delivery date to enable BHEL to finalize the freight forwarder

(v). Recovery charges for non-submission of documents : -

Seller shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT.

If BHEL incurs any charges such as Penalty, demurrage, container detention, wharf age, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/Tender Document/Letter of credit , the same shall be recovered from the seller as under:

1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector

A For EX-WORKS / FCA/ FAS / FOB Sea Consignments:-

Penalty for late submission / negotiation of documents beyond 14 days shall be as under

Sl. no	Period (From Date of Bill of Lading)	Recoverable Charges	Recoverable Charges per day per container	
		LCL per week/ Break bulk cargo per day	20FT Container	40FT Container
i	Upto 14th day	Nil	Nil	Nil
ii	15th day onward	USD 10	USD 50	USD 105

For CIF / CFR / CIP / CPT Sea Shipments:-

For CIF / CFR / CIP / CPT Sea Shipments, Vendor shall provide rates for detention charges after free period at the time of offer itself in case of engagement of 20FT Container and 40FT category. In case of late presentation of documents to the bank recovery will be effected from the Vendor as per the rates quoted by the Vendor at the time of offer in this regard.

In case of Break bulk cargo and LCL Demurrage/storage charges shall be recovered at rate of USD 10 per day and storage charges rate of USD 10 per week respectively shall be charged as late presentation charges.

(vi) Description of items in invoice, packing list, BL / AWB or LR shall be same as PO item description. Vendors shall ensure that invoice shall contain PAN nos. of both seller and buyer along with other tax related numbers. BHEL PAN AAACB4146P and BHEL TAN HYDB00086C Any other additional documents sought by the statutory authorities, the same shall be produced by the seller on priority basis.

(vii) Seller shall provide package details including number of packages, gross weight, net weight etc.

(viii) The seller shall provide the following documents at the time of submission of offer :-

a) No Business Connection in India declaration issued by the seller as per the format specified. (or)

b) (i) No Permanent Establishment in India declaration issued by the seller as per the format specified.

(ii) Tax Residence Certificate issued by the seller's tax authorities.

(iii) Form 10F issued by the supplier.

c) In case the seller has a Business Connection in India as per Section 9 of Income Tax Act or

Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement



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	between India and the seller's country, the seller shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax.		
7	Delivery Schedule		
A	The tendered goods shall be delivered within the period stipulated in PO . Delivery at BHEL can be accepted at the earliest, 30 days prior to delivery date as mentioned in the Purchase order. Delivery earlier than 30 days of contractual delivery date may be accepted with the written permission of BHEL -Purchase department. Goods arriving after the delivery date will be accepted only with the prior written permission of BHEL otherwise they will not be allowed inside the factory. BHEL reserves the right to reject the material, if not delivered by scheduled Purchase Order Delivery Date. (In case of imports , the final entry date of Import General Manifest (IGM) will be reckoned as delivery completion date)		Non Deviatable
B	Documents such as TC,GCs Inspection reports are to be submitted within 10 days of dispatch of these materials. C note date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material. Supply of plant/ equipment/ stores shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery by the time stipulated under the terms & conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.		
8	Pricing Terms		
	Prices once quoted shall remain firm and valid during the execution of PO. Offers with PVC will be rejected outright except in cases where specifically called for in the NIT.		Non Deviatable
9	PRICE VALIDITY :		
	Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening (Technical bid /part-I in case of two part bid). However the prices quoted for spare parts of the Main equipment shall be kept valid for a period of 1 year from the date of Placement of PO for the main equipment		
10	Taxes & Duties (RATE TO BE INDICATED by the bidder against the space provided)		
A	Indigenous Purchase		
	The Taxes as applicable shall be quoted in the following manner.		
i	Vendor to indicate HSN of Goods or SAC of Services.		
ii	IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %		
	NOTE: Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods. Taxes prevalent on the contractual delivery date or the actual delivery date (incase of delay) which ever 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.		
iii	Any other taxes & duties not covered anywhere above may be indicated separately.		
iv	Taxes deducted at source: 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.		Non Deviatable
B	Foreign Purchase (Imports)		
	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.		Non Deviatable
	Taxes deducted at source: 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.		Non Deviatable
11	Payment Terms: Unless otherwise specified in Special Conditions, following shall be the terms of Payment.		
A	Indigenous: 100% payment along with taxes, freight & insurance will be made with in 75 days from the		



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	date of receipt of complete documentation as per PO. However payment would be done only after receipt of original documents, including site/ Customer acknowledgement on LR (MRC - Material Receipt Certificate at site) / GR clearance at BHEL Stores. For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days* as prescribed in the relevant act. Adherence to the above time schedule of payment is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. *The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase Order delivery date or the amount actually paid whichever is less. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.		
B	Imports:- 100% payment (less Indian Agency Commission, if any) shall be paid through "Usance Letter of Credit / Cash Against Documents (CAD) / Wire Transfer" with a credit period of 60 days LC will be opened after successful completion of pre dispatch inspection prior to the scheduled / agreed delivery date LC will be opened within 7 working days from the date of request.		
C	Note: No advance payment is acceptable. However, in exceptional/rare cases, BHEL at its discretion, may consider advance payment against Bank Guarantee valid up to receipt of material at BHEL for 110% of advance amount issued / confirmed by any of the BHEL consortium banks. Wherever EMD (Earnest Money Deposit) is applicable, it may be noted that no interest will be paid on EMD and the EMD will be paid back to unsuccessful bidders within fifteen days after award of the contract. Successful bidder's EMD will be converted to SD (Security Deposit). Tender Cost wherever applicable is not refundable.		Non Deviatable
12	Penalty clause: In the event of delay in supply of goods, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Penalty amount so determined along with applicable GST thereon shall be recovered. Date of clearance note (c-note) at BHEL gate is reckoning date for calculating penalty. C-note is generated at BHEL material gate only on submission of invoice, lorry receipt, BHEL weighment slip and packaging list.		
13	Excess materials supplied beyond tolerance limit as specified in PO, will not be accounted for.		Non Deviatable
14	Rejected materials, if any, shall be collected by the vendor within 90 days of such communication to the vendor .Beyond 90 days a ground rent of 0.25 % of the value of the material per week will be levied for a maximum period of two weeks.. Beyond this period the supplier forfeits their right to the materials.		Non Deviatable
15	Guarantee / Warranty Period : (Deviation to this clause is not acceptable.) Wherever required, and so provided in the specifications/Purchase Order, the seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-complaint, the seller shall on his own account, replace repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re-execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible. Unless otherwise specified, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply/replacement whichever is earlier. For bought out packages which are intended to be incorporated in installations or systems the guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods. The guarantee period shall be extended by the period during which the goods are not in compliance. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.		Non Deviatable



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NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.16.

The Vendors may specifically note the following.

16	Evaluation and Loading Criteria:
A	Evaluation of prices shall be done item-wise unless otherwise specified in the enquiry. 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). For evaluation, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
B	In case of foreign bidders, the quoted CIP price shall be loaded by the following factors to arrive at the Delivered Cost:
i	- Import duty as applicable at the time of Price/ Part-II bid opening.
ii	- Port handling/ clearing charges & inland freight and insurance: @ 5% of CIP value (10% for plates, pipes & structurals).
iii	In other cases subject to acceptance by BHEL, loading for various factors (in addition to above) as the case may be will be done as follows 0.5% for unloading at Port of Destination Marine Freight 4% and Marine Insurance 1% (9% and 1% towards Freight and Insurance respectively for Plates, Pipes, Rounds & Structurals)
C	Incase of Indigenous Bidders, Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 4% of Ex-works value (9% for plates, pipes, rounds & structurals) unless otherwise mentioned in enquiry.
D	Deviated Penalty: Any loading on penalty clause shall be 10% or to the extent to which the vendor has opted for deviation.
E	Deviated Payment Terms: Terms: In case BHEL considers any deviation in payment terms, the bids shall be loaded with 18% interest per annum to the extent of deviation.
17	Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
18	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.
19	INTEGRITY PACT Vendors shall have to enter into Integrity Pact with BHEL as per attachment - for order value of rupees five crores and above and shall be signed by the competent authority before the issue of purchase order, failing which vendor's offer will be rejected.
20	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase
20 A	Tender documents to the NSIC registered vendors (If registered for tendered items) shall be issued free of cost & no EMD wherever called for will be insisted upon. NSIC registered unit bidders shall submit along with bid relevant documents including valid NSIC certificate. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents
20 B	In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents. applicable in case of item-level evaluation tenders
20 C	If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
21	For Claiming Payments for goods received at BHEL works / Site from Vendors' Works) a. Original of Invoice marked as ORIGINAL FOR RECIPIENT b. Duplicate of Invoice marked as DUPLICATE FOR TRANSPORTER c. Packing List - clearly showing number of packages, gross weight and net weight. d. Warranty/Guarantee certificates (If applicable as per PO terms) e. Insurance certificate



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	f. Third Party Inspection Certificates. g. LR Copy signed & stamped by Site incharge / Customer for site deliveries) (For material received at BHEL payment will be made against GR for accepted quantity)
22	Inspection Measuring and Test Equipment (IMTE) whether used by the Seller/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.
23	ISO-9001, ISO14001 and OHSAS 18001 shall be complied
24	Applicable Conditions :These General conditions of Contract for Purchase apply to all enquiries, tenders, request for quotations, orders and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliverables") to Bharat Heavy Electricals Limited, Ramachandra puram , Hyderabad (hereinafter referred to as "BHEL" or the Purchaser) or its projects/customers. Any deviations from or additions to these General conditions of contract for Purchase' require Purchaser's express written consent. The general terms of business or sale of the Seller shall not apply to Purchaser. Orders, agreements and amendments thereto shall be binding if made or confirmed by the Purchaser in writing. Only the Purchasing department of the Purchaser is authorized to issue the Purchase order or any amendment thereof.
25	Being PMD Vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list Vendor shall ensure that PAN details are available/updated with BHEL, else Vendor shall attach PAN details with enquiry failing which offer shall be liable for rejection.
26	Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 Status
27	Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
28	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
29	In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / equivalent market price at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. Nonperformance of contract attracts penal provisions inline with BHEL's Suspension of Business dealings.
30	Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.
31	All drawings as also all patterns and tool supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders.
32	Any amount payable by the consignor / supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the consignor / supplier under any other work / contract awarded to him. This is without prejudice to any other action as may be deemed fit by BHEL.
33	The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com
34	Definitions Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.
37A3 4 34A	The P Purchaser' means BHEL-HPEP, Ramachandra puram, Hyderabad-502 032 of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the companies Act having its registered office at BHEL House, Siri fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
34 B 34 B	The seller' means the persons, firm, company or organization on whom the Purchase order is placed and shall be deemed to include the seller's successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, supplier or vendor.
34 c	'Contract' shall mean and include the Purchase order incorporating various documents viz., tender/offer, letter of intent/acceptance, the General Conditions of contract and special conditions of contract for Purchase, specifications, inspection/quality plan, schedule of prices and quantities, drawings, if any enclosed are to be provided by the Purchaser or his authorized nominee and the samples or patterns if any to be provided under the provision of the contract. In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI/LOA followed by specific conditions, special conditions of contract and general conditions of contract for commercial conditions; and specific agreement on technical conditions, special technical conditions and general technical conditions, tender/ offer.

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35	'Parties to the contract' shall mean the seller and the purchaser as named in the main body of the Purchase Order.
36	Ordering and confirmation of order The seller shall send the order acceptance in Toto within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Purchaser shall only be legally bound if agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliverables or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchaser order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the Purchaser) from the date of P.O. Purchaser, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.
37	Execution The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.
38	Progress Report The seller shall render such report as to the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner. Seller shall communicate to BHEL immediately, change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned. Milestones shall be periodically updated by vendor/subcontractor through PRADAN Portal (https://web.bhelhyd.co.in/mm/). Non updation will adversely affect service rating of vendor performance.
39	Product information, Drawings and documents / Non-disclosure and Information Obligations Drawings, technical documents or other technical information received by one party shall not without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the contract. The seller shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in the number of copies agreed upon or at least three copies of each. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the contract shall continue to be the property of the submitting party. The seller shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The seller shall not reveal confidential information to its own employees not involved with the tender/contract and its execution and delivery or to third parties, unless Purchaser has agreed to this in writing beforehand. The seller shall not be entitled to use the Purchaser's name in advertisements and other commercial publications including website without prior written permission from Purchaser. In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit. Non disclosure agreement to be entered as per Annexure- II wherever applicable.
40	Inspection and Testing 40 A The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Purchaser prior to shipment and shall fully comply with relevant requirements of Purchaser. Purchaser has the right to inspect at any stage during manufacture/ delivery. In the event of rejection, Purchaser shall inform the seller accordingly and Purchaser shall be entitled to replacement or repair at his discretion or may proceed to terminate or cancel the agreement. All this, does not affect Purchaser's right to recover compensation. 40 B Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the seller's premises the material and workmanship of all stores to be supplied under the contract, and if the part of the stores are being manufactured at other premises, the seller shall obtain for purchaser or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the seller's premises. Such inspection, examination and testing, if made shall not release the seller from any obligation under the contract. For indigenous suppliers all costs related to first inspection request shall be borne by the purchaser and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the seller. In case of imports all inspection charges including third party inspections if any shall be borne by the seller. The cost of inspection staff/third party specified by the Purchaser shall be borne by seller unless otherwise specifically agreed. Whether the contract provides for tests on the premises of the seller or any of his sub-contractor/s, seller shall be responsible to provide such assistance, labor, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently.

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	Cost of any type test or such other special tests shall be borne by the seller unless otherwise specifically agreed in the contract. The Seller shall give the authorized representative of the purchaser reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract. Annexure - I may be strictly be complied with for the time lines. Any delay in submission of the documents by the vendor will not alter the delivery date.
41	Quality and Condition of the Deliverables
	The seller shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his products, packaging and raw and ancillary materials.
42	Packaging and Dispatch
	The seller shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by sea/air/rail/road to its destination suitably protected against loss, damage, corrosion in transit and the effect or tropical salt laden atmosphere. The packages shall be provided with fixtures/hooks and sling marks as may be required for easy and safe handling by mechanical means. Special packaging conditions/ environmental conditions as defined in the enquiry shall be fully complied. Each package must be marked with consignee name, P.O. number Package No. gross weight & net weight, dimensions (LxBxH) and seller's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list of goods inside each package with P.O. item No. & quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols/instructions. Hazardous material should be notified as such and their packing, transportation and other protection must confirm to relevant regulations.
43	Delivery:
	Except as otherwise indicated in the Purchase order, delivery shall be FOR (Destination) for indigenous orders and CIP for imported orders. The delivery date (s) or delivery period (s) as stipulated in the agreement shall be firm and binding and shall apply to the entire delivery for each P.O. item. Partial shipments may however, be permitted by the purchaser on prior intimation from the Seller. Unless specifically agreed otherwise, transit insurance coverage will only be within India for imported consignments by BHEL. Accordingly, the seller shall send an intimation to the Purchase officer/Manager giving Purchase Order No., shipping particulars, Invoice value etc., immediately on dispatch of goods.
44	Penalty
	The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be the essence of the contract. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the seller shall inform Purchaser hereof without delay. If delay in delivery is caused by any of the circumstances mentioned in clause 52 (Force Majeure) or which are caused exclusively by the acts of Purchaser, the Purchaser shall extend the time for delivery by a period which is reasonable having regard to all the circumstances in the case. If the Seller delays beyond any agreed delivery date(s) or period(s), Purchaser shall levy penalty for such delay @ 0.5% per week (7 days) or part thereof on delayed portion of the order value subject to a maximum of 10% of the value of the Purchase Order. However, penalty for delayed delivery will be calculated on 100% of the purchase order value if the material supplied cannot be put to intended use. The penalty will be charged on the value of the purchase order excluding statutory levies, freight and insurance wherever not included in the price. Penalty amount so determined along with applicable GST thereon shall be recovered. Imposition, recovery or settlement of this penalty shall not affect Purchaser's right to performance, compensation and termination of the agreement. For delay analysis, period referred in Annexure-I will be considered as standard time lines for various major activities.
45	Transfer of Ownership and Risk
	The risk for the delivery remains with the seller until the goods are delivered at the agreed place. However ownership shall get transferred as per terms of purchase order in line with INCOTERMS.
46	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. Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
	Indian Agency commission if payable and so specified in the Purchase order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate prevailing on the date of tender opening (part 1 in case of two part bid), after successful



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	completion of the contract. If so stipulated in the order, the seller shall furnish, on receipt of the Purchase Order or along with order acknowledgement, the billing break-up of prices (BBU) for approval by the purchaser in respect of the major items/components going into the equipment. This BBU is required by the Purchaser for admitting the claims of the seller if part shipments are contemplated and also to facilitate custom clearance after payment of duties in case of imports. In case of delay in receipt of supporting document details, consequential demurrage/wharf age /detention charges shall be to the account of the seller. Payment does not imply in any respect whatsoever a waiver of Purchaser's right to performance of the agreement. Purchaser is entitled to set off claimable debts against claimable liabilities with the seller by means of a setoff Note.
47	Contract variations; Increase or decrease in the scope of supply Purchaser may vary the contracted scope during execution due to exigencies of project requirement. If the seller is of the opinion that the variation has an effect on the agreed price or delivery period, Purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the seller. Provided, that if unit rates are available in the contract, the same shall be applied to such additional work. The seller shall not perform additional work before purchaser has issued written instructions/amendment to the purchase order to that effect. The work which the seller should have or could have anticipated in terms of delivering the service (s) and functionality (ies) as described in this agreement should be executed by the vendor without any price implication.
48	Short shipments/ warranty/guarantee replacements In case of any short shipment during initial supply which is subsequently dispatched by the seller or any guarantee / warranty replacements shall be dispatched on "DDP-Delivered duty paid BHEL stores" basis for imported items and "FOR-BHEL Stores/designated destination" basis for indigenous items. Taxes, if any paid by indigenous vendor for short supply, guarantee /warranty replacement, repair activity shall be to vendor's account only. Vendor has to raise a credit note for short supplied quantity as per GST provisions.
49	Rejection/Replacement 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. Vendor has to raise a credit note for rejected quantity as per GST provisions. 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.
50	Export Administration Regulations If a delivery includes such technology and / or supply that is subjected to the export regulations the seller shall obtain due permissions, approvals, license etc.
51	Cancellation / Termination of contract and risk purchase Purchaser shall have the right to completely or partially terminate the agreement by means of written notice to that effect without prejudicing their other rights in the event that : -The seller is declared bankrupt, its business has been shut down or liquidated, a substantial part of its assets have been attached/destroyed, or the business has been transferred to a third party. -Any misrepresentation or hiding of material fact if detected at a later stage. -The delivery is rejected after inspection or re-inspection. -In the event of termination, the risk of the items already delivered but not of use to Purchaser, as determined by purchaser, remains with the seller. The items shall then be at the seller's disposal and they are to be collected by the seller. The seller shall refund any payments made by purchaser in terms of the terminated agreement immediately, not later than 30 days, - In the event of Cancellation/ termination of contract, BHEL reserves the right to procure the items which are not delivered as per PO and charge the excess cost from the defaulting seller. Incase the excess cost is not repaid by or recovered from the defaulting seller within 30 days, apart from legal recourse for effecting such recoveries, Penal action in line with BHEL's Suspension of Business dealings will be taken.
52	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 without loss of 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



BHARAT HEAVY ELECTRICALS LTD. , RC.PURAM, HYDERABAD

Document No. HY:MM:ITB Rev:07

INSTRUCTIONS TO BIDDER (ITB)

(Attachment to Enquiry No. Z1A1Q23667 Due on Date: 26.12.2017 for submission by 11.00 hrs to open from 14.00 hrs.)

	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.
53	Non-waiver of Defaults If any individual provision of the contract is invalid, the other provisions shall not be affected.
54	Settlement of Disputes 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. Any disputes of 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 disputes(s).
55	Arbitration & conciliation clause and Interest clause : (1).Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit issuing the contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of clause 55, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract. Notwithstanding the existence or any dispute or differences and / or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract. In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and justice, Government of India. Upon such reference the dispute shall be decided by the Law secretary or the special Secretary or Additional secretary when so authorized by the Law secretary, whose decision shall bind the parties hereto finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator. (2) INTEREST CLAUSE: In order to bring uniformity in all the contracts / agreements entered between BHEL and its contractors / vendors / suppliers / service providers etc., it is hereby advised to incorporate the following clause in all tenders and agreements. "No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL."
56	Applicable Laws and jurisdiction of Courts This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.
57	BHEL-Fraud prevention policy shall be adhered to. The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice. Fraud prevention policy and list of nodal officers is hosted on BHEL Hyderabad website web.bhelhyd.co.in

	PLANT PURCHASING SPECIFICATION HYDERABAD			HY 53698													
				REV. NO. 01													
				PAGE 1 OF 2													
SILICA SAND (MEDIUM GRADE)																	
1.0 SCOPE: This specification covers the requirements for silica sand for use in foundry.																	
2.0 APPLICATION: Used as raw material in the preparation of moulds and cores for manufacturing of cast iron & its alloys & aluminium copper alloy base castings.																	
3.0 COMPLIANCE WITH NATIONAL / INTERNATIONAL STANDARDS: This specification generally conforms to IS:1987- 2002 (Reaffirmed 2007).																	
4.0 SHAPE & SIZE:																	
4.1 <u>Grain Fineness and Distribution:</u> Min. 72% of sand should be in well-defined grading distributed on 3 adjacent sieves. As per 4.3 average American Foundrymen's Society (AFS) fineness no. should be 40 to 50.																	
4.2 <u>Grain Shape:</u> Sand grain shape should be sub angular to rounded in shape.																	
4.3 <u>Size Grading:</u> Coarse grain fraction retained on I. S. SIEVE 600 Microns and above should be 20% max. Main fraction passing through I. S. SIEVE 600 Microns and retained on I.S. SIEVE 425 Microns, 300 Microns and 212 Microns should be min. 72%. Medium fine fraction retained on I.S. SIEVE NO.150 Microns should be 6% max. Fine fraction retained on I.S. SIEVE NO.106 Microns and below should be 2% max.																	
5.0 CHEMICAL COMPOSITION: The chemical composition shall be as under: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 35%;">Silica</td> <td style="width: 5%;">:</td> <td style="width: 60%;">90% Min.</td> </tr> <tr> <td>Moisture</td> <td>:</td> <td>NIL</td> </tr> <tr> <td>Carbonates</td> <td>:</td> <td>NIL</td> </tr> <tr> <td>Clay content</td> <td>:</td> <td>0.5% Max.</td> </tr> </table>						Silica	:	90% Min.	Moisture	:	NIL	Carbonates	:	NIL	Clay content	:	0.5% Max.
Silica	:	90% Min.															
Moisture	:	NIL															
Carbonates	:	NIL															
Clay content	:	0.5% Max.															
Revisions: Cl. 3.0, 4.1, 4.3, 6.0 & 8.0 modified as per letter ref. HY/QC/F&P/02 Dt. 12.03.2002.			Issued : STANDARDS ENGINEERING & IPR COORDINATION DEPARTMENT														
Rev.No. 01	Amd.No.	Reaffirmed:	Prepared: TECH./ FOUNDRY	Approved: DGM (P,T&I SERVICES)	Dt. of 1st Issue: NOV. 1996												
Dt. SEP. 2012	Dt.	Year:															

HY 53698	PLANT PURCHASING SPECIFICATION HYDERABAD	
REV. NO. 01		
PAGE 2 OF 2		

6.0 GENERAL INSPECTION CONDITIONS:

Samples of 2 kgs from each consignment of each lorry will be taken for testing grain distribution as per 4.0 (sieve analysis). Approved consignments only will be permitted for unloading.

7.0 SUPPLY CONDITION:

During transportation by open lorry sand to be protected from moisture by providing tarpaulin all around the sand.

8.0 REJECTION AND REPLACEMENT:

If the material does not comply with the requirements of this specification during receipt inspection at BHEL or if any discrepancy is found during further processing of the material, BHEL reserves the right to reject the whole consignment notwithstanding any previous certification of satisfactory testing and/or inspection. The supplier shall replace the rejected material at his own cost after fulfilling all the commercial terms and conditions.

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It must not be used directly or indirectly in any way detrimental to the interest of the company.

		BHEL, R.C.PURAM, HYDERABAD.						
		PURCHASE / F&P						
TECHNO COMMERCIAL BID FORMAT								
(To be filled in by the vendor strictly as for the format and submitted duly signed and stamped)								
ENQUIRY NUMBER		Z1A1Q23667				SUPPLIER'S OFFER NO		
ENQUIRY DATE		05.12.2017				OFFER DATE		
DUE DATE :		26.12.2017						
NO. OF ITEMS		01						
ITEMS REQUIREMENT						SUPPLIER'S OFFER (TECHNICAL)		
SL NO	INDENT NO/ ITEM	DESCRIPTION (MATL CODE)	QTY (MT)	BHEL SPEC	DELIVERY PERIOD	BHEL SPEC	QTY (MT)	DELIVERY PERIOD FROM THE DATE OF PO / LOI
1	1200023667/10	Silica Sand (Medium Grade) Matl Code: HY5365998014	4000	BHEL Spec: HY53698 Rev: 01	Dec'2017 - 500 MT Jan'2018 - 500 MT Feb'2018 - 400 MT Mar'2018 - 600 MT Apr'2018 - 400 MT May'2018 - 400 MT Jun'2018 - 300 MT Jul'2018 - 300 MT Aug'2018 - 300 MT Sep'2018 - 300 MT	BHEL Spec: HY53698 Rev: 01	4000	
BHEL TECHNICAL & COMMERCIAL REQUIREMENT						SUPPLIER OFFER COMMERCIAL TERMS		
1	Address for submission of tenders & time	1.1) Tender shall be submitted on or before due date before 11.00hrs. DGM / Purchase/Coordination, Vendor complex, near Administrative building, BHEL RC.Puram, Hyderabad. Ph:040-2318 2322. T You may submit the offers in two parts 1.2) Technical offer to be submitted to technicalbid_hyd@bhel.in and Price Bid to be submitted to pricebid_hyd@bhel.in 1.3) Interchanging the information in the mails may lead to rejection of your offer. Supplier shall have no claim on email offers sent on any other email ID. 1.4) BHEL in no way responsible for non-receipt of offers sent through email due to server breakdown/internet failure/transmission error etc. 1.5) In case of e-mail offers, vendor's name, address including contact details shall be mentioned. Note: In the mail, subject should contain Enquiry No., Vendor's name and Due date. without the details in subject, email will not be considered						
2	General terms & conditions for submitting the tender.	2.1) Tenders will be received upto 11:00 hrs from Monday to Saturday and tender will be opened at 14:00 hrs. 2.2) Tenders received after due date & time will be rejected. 2.3) Technical bid and Price bid shall be kept in separate sealed covers / envelopes superscribing BHEL Enquiry no., due date on top of the cover/ envelope and vendor name shall be indicated at bottom of the cover / envelope. 2.4) Offers received without enquiry no & due date will be treated unsolicited offers and will not be considered.						
3	Pre-Qualification Criteria	3.1) Offers of holders of mining/trading/leasing license/ any other certificate shall be considered for the tender enquiry which will enable them to supply to BHEL without statutory violations. A copy license document to be enclosed. 3.2) Valid documentary evidence for applicable taxes like GST/TOT etc is to be submitted duly signed and stamped by vendor. 3.3) Vendor should have supplied 500MT of Medium Silica Sand in preceeding Three years. vendor to provide POs/invoice/completion certificate on customer letter head or any other document to support the supply of 500MT of Medium Silica Sand in preceeding Three years.						
4	Mode of Tender Evaluation & RA Confirmation	4.1) Tender is on Two Part Bid System with Reverse Auction (RA). 4.2) After Technical Bid freezing, the Price will be finalised through Reverse auction. However submission of Price Bid is mandatory. 4.3) The time & date of RA will be intimated at later date. 4.4) The RA Business Rules are enclosed for your reference. Please go through the same and confirm the same. 4.5) Tender will be evaluated on destination cost to BHEL. Note: BHEL reserves the right to open Price Bids in case of failure of RA.						

5	Price Variation Clause	Quoted price shall be firm till completion of the supplies / PO. Offers with PVC shall be not considered and offer is liable to be rejected	
6	ITB cum GCC	ITB cum GCC contains commercial terms and contract statements. ITB cum GCC, activity sheet to be accepted and filled in along with Techno-Commercial Bid.	
7	Vendor address	Please indicate the following without any fail 7.1) Concerned contact person name 7.2) Office telephone no a) Mobile b) Landline 7.3) Office Fax 7.4) E-mail 1: E-mail 2:	
8	Technical Confirmation	Silica Sand shall be supplied as Per BHEL Specification: HY53698, Rev:01.	
9	Name of the Manufacturer / make of the Product :	This is required for our records. Please indicate.	
10	Delivery Terms	10.1) F O R BHEL Ramachandrapuram, Hyd (Please quote including freight). 10.2) Only F O R, BHEL shall be accepted and offers with Ex-Works shall not be accepted	
11	Delivery Period	11.1) Vendors are requested to quote delivery period for the 1st consignment in terms of no.of weeks from date of PO. The time gap for the subsequent consignments will be maintained as per the delivery schedule mentioned in Techno-Commercial Bid. 11.2) BHEL reserves the right to reject offers with unsuitable deliveries. 11.3) Our requirement is 4000 MT. Vendor shall deliver as per the delivery period specified.	
12	Quantity / Tolerance	12.1) Qty will be as per the enquiry. 12.2) Tolerance is +/-10% on Qty and value.	
13	Weighment	13.1) BHEL is having the Weigh bridge at its material gate (K gate) where all the lorries enters in or leaves BHEL premises. 13.2) Any consignment entering or leaving BHEL will be weighed here and issued the weigh slips. 13.3) BHEL weighment will be the final for accounting the material and making the payment.	
14	Inspection	14.1) As Per BHEL Specification: HY53698, Rev:01. 14.2) Only accepted consignments shall be permitted to unload the Silica Sand. It is the vendor's responsibility to take back rejected consignments immediately on the same day.	
Only basic price should be quoted in the Price bid as per the format. All other additional charges should be indicated against the following heads as percentage % of basic price.			
15	Unloading in BHEL	Unloading of Silica sand shall be in vendor's scope.	
16	Inspection And Testing Charges	To be indicated (if applicable)	
17	GST number / ARN	To be indicated (if applicable)	
18	GST/ rates	To be indicated (if applicable)	
19	Insurance	To be indicated (if applicable)	
20	Any Other Charges	To be indicated (if applicable)	
21	BHEL Rights	BHEL reserves the right to accept or reject any offer at its discretion without assigning any reason to the vendors	
Note: If any of the information furnished by the vendor is found to be false, suitable action will be taken against the vendor as per BHEL Norms.			Name:
			Signature :
			Seal :



BHEL, R.C.PURAM, HYDERABAD.

PURCHASE F&P

PRICE BID FORMAT

You can copy this format on your company / office letter head.

ENQUIRY NUMBER		Z1A1Q23667			SUPPLIER'S OFFER NO		
ENQUIRY DATE		05.12.2017			OFFER DATE		
DUE DATE :		26.12.2017					
NO. OF ITEMS		01					
ITEMS REQUIREMENT					SUPPLIER'S OFFER (TECHNICAL)		
SL NO	INDENT NO/ ITEM	DESCRIPTION (MATL CODE)	QTY (MT)	BHEL SPEC	CURRENCY	PRICE per MT	QTY (MT)
1	1200023667/10	Silica Sand (Medium Grade) Matl Code: HY5365998014	4000	BHEL Spec: HY53698 Rev: 01	Rs.		4000
1) evaluation will be done on overall basis considering all the item together and not by item wise 2) ONLY BASIC PRICE IS TO BE INDICATED IN THE PRICE BID. TAXES AND OTHER TERMS TO BE INDICATED IN TECHNO-COMMERCIAL BID.				Signature			
				Name			
				Stamp /Seal			