BHARAT HEAVY ELECTRICALS LTD. , RC.PURAM, HYDERABAD

INSTRUCTIONS TO BIDDER (ITB)

(Attachment to Enquiry No. - ..... Due on Date..... for submission by 10.00 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)	DEVIATIONS / COMMENT
1	**SCOPE OF SUPPLY:**		
	Signed & Sealed offers are invited for Scope of Supply and Services as detailed in the enquiry. Relevant enclosures/ supporting documents / catalogue, if any shall be enclosed to the technical offer.		**NON DEVIATABLE**
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 brouchers should be submitted in English.		**NON DEVIATABLE**
B	In case of Single-Part bid Tender, the complete bid shall be submitted in a single sealed cover superscribing the Tender number and due date. Incomplete offers are liable for rejection.		**NON DEVIATABLE**
C	Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read along with the General Conditions of the Contract of BHEL.		**NON DEVIATABLE**
D	BHEL reserves the right to decide the tender through Reverse Auction (RA) route. Bidders are requested to go through RA guideines (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. Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendors may lose the opportunity in view of the higher prices, if any, quoted by them.		
E	Vendors, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.		**NON DEVIATABLE**
F	Offers shall be submitted directly by vendor or his authorized repressentative / agent only and the offer should be in line with regulatory guidelines (i.e Agency agreement between principal vendor and agent / representative shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency Commission etc.). OEM / Mill details shall be provided if supplier is not a manufacturer. Bid envelops shall bear the name of Supplier. In case of submission through authorized representative/agent, the name of representative/agent should be mentioned additionally apart from supplier name.		**NON DEVIATABLE**

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G	Bidder can also submit offer through email at his own risk. The offer to be submitted in two parts . Technical offer to be submitted to **technicalbid@bhelhyd.co.in** , and price bid to be submitted to **pricebid@bhelhyd.co.in** . 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. BHEL is no way responsible for non receipt of offers sent thru email due to server break down / Internet failure / tranmission error etc. In case of e-mail offers vendor name, address including contact details shall be mentioned. **In the mail , subject should contain Enquiry no and due date** .		**NON DEVIATABLE**
H	Offer received after the specified time of submission will be rejected. No further correspondence shall be entertained.		**NON DEVIATABLE**
I	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 (applicable to imports).		
4	BID SUBMISSION PROCEDURE:		
i.	**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 superscribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time of submission of offers, preferably in the bidder's envelop.		**NON DEVIATABLE**
ii.	**For two-Part Bids**:		
A	Two part bid consisting of i)Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, agency commission, duties, taxes and other charges **except the price,** superscribing enquiry No. (Techno-Commercial Bid) and due date AND ii) Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover supersubscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover supersubscribing Enquiry no. & due date. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supercede any terms and conditions specified otherwise in price bid.		**NON DEVIATABLE**
B	Techno-commercial Bid will be opened on the assigned date and price bids of only techno commercially acceptable bidders shall be opened with advance intimation. In case BHEL opts for Reverse Auction, the date of conducting RA will be intimated separately to all the acceptable bidders.		**NON DEVIATABLE**
C	The bidders whose bids are techno commercially not accepted will be informed & EMD (Earnest Money Deposit) shall be returned whenever submitted.		**NON DEVIATABLE**

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D	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, commercial terms/conditions as specified in NIT and in the opinion of BHEL such changes warrant changes in prices. BHEL at its sole discretion may also invite revised prices if there are major changes in scope. Revised price bids/impact price will not be accepted after opening of technical bids unless otherwise specifically asked by BHEL.		NON DEVIATABLE
E	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.		
B.	**Imports**		
	The goods shall be delivered on FOB-port of export/FCA or as specified in enquiry. Name of port of export for FOB / FCA delivery shall be indicated against this column.		
6	**Documentation:**		
A	**Indigenous Purchase**		
	Seller shall arrange to send to the Purchaser, Excise paid invoice (Original for Buyer and duplicate for Transporter), Commercial invoice, consignee copy of LR, Packing list , Pre-Despatch Inspection report, Test/ Guaranty/ Warranty certificate/ O&M manuals (as applicable) etc. immediately on despatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order. The distribution of such documents will be further elaborated in the Purchase order. In case of despatches from vendor works to site, material receipt certified by site office shall be provided.		NON DEVIATABLE
B	**Imports**		
	Seller shall arrange to send to the Purchaser one set of negotiable and one set of non-negotiable documents consisting of clean on-board Bill of Lading/ Air Way Bill, Original invoice, Packing list, Pre-Despatch Inspection report , Test/ Guaranty/ Warranty certificate/ O&M manuals (as applicable) and other documents as indicated in the Purchase Order etc. In addition, Seller shall also send soft copy of the despatch documents consisting of BL / AWB, Invoice, Shipping list & Test certificates and other documents as indicated in the Purchase Order through e-mail addressed to the concerned Purchase Officer/ Manager.		NON DEVIATABLE

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7	**Delivery Schedule**		
	The tendered goods shall be delivered within the period stipulated in PO . (In case of Imports, the date of BL / AWB will be reckoned as delivery completion date.)		**NON DEVIATABLE**
8	**Pricing Terms**		
	Prices once quoted shall remain firm and valid during execution of PO. Offers with PVC will be outrightly rejected except in cases where specifically called for in the NIT.		**NON DEVIATABLE**
9	**PRICE VALIDITY** :		
	Unless other wise 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 180 days from the date of Placement of PO for the main equipment.		
10	**Taxes & Duties (DATA TO BE INDICATED** by the bidder against the space provided)		
A	**Indigenous Purchase**		
	The Taxes and duties e.g. Excise duty, Service Tax, Sales Tax, VAT etc. as applicable shall be quoted in the following manner.		
i	**Excise Duty :** To be quoted as extra in % or lumpsum as quoted in the price bid.		
ii	CST against form C in %. Bidder shall also indicate full rate of sales Tax where Concesional form can not be issued by BHEL.		
iii	VAT : To be quoted in %.		
NOTE: Bidders to ensure correct applicability of CST / VAT based on the Inter / Intra state movement of goods.			
iv	In case, the vendor imports the equipment/items and dispatches directly to BHEL/Destination, the vendor may please indicate whether they can pass on CVD benefit and if so, the quantum of CVD to be indicated here.		
v	Other taxes & duties, if any to be indicated here .		
vi	**Taxes deducted at source**: Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		**NON DEVIATABLE**
B.	**Foreign Purchase (Imports)**		
i	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of despatch for his quoted FOB / CFR /CIF/FCA price.		**NON DEVIATABLE**
ii	**Taxes deducted at source**: Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax		**NON DEVIATABLE**

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11	**Payment Terms: Unless otherwise specified in Special Conditions, following shall be the terms of Payment.**		
A	**Indigenous:** 100% payment along with taxes, duties, freight & insurance will be made with in 90 days from the date of LR/invoice. However payment would be done only after receipt of original documents, including site 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. The taxes and duties that are reimbursed would be the one applicable as on the scheduled Purchase Order delivery date or the amount actually paid whichever is less.		
B	**Imports:-** 1. Cash against documents / Sight draft Purchaser can also accept payment terms against presentation of documents to the Purchaser's Bank / sight draft. All banking charges outside India will have to be borne by the supplier. OR 2) Against LC: i) 100% payment (less Indian Agency Commission, if any) shall be paid against irrevocable Letter of Credit . ii) LC shall be opened only in the name of vendor on whom purchase order is placed. iii) LC will be opened 1 month prior to the scheduled delivery of PO. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening.		
	Note: **1)** No advance payment is acceptable . The offer is liable to be rejected in case advance payment is insisted. However, in exceptional/rare cases, BHEL at its descretion, may consider advance payment against Bank Guarantee for 110% of advance amount issued / confirmed by any of the BHEL consortium banks. 2) 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 participating bidders only after awardal and acceptance of contract by successful bidder. Successful bidder's EMD will be converted to SD (Security Deposit).		**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.		
13	**Guarantee / Warranty Period deviations :** *(Deviation to this clause is not acceptable.)*		**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.14. The Vendors may specifically note the following.***

14	**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 delievered 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 (a)	**In case of foreign bidders**, the quoted FOB price shall be loaded by the following factors to arrive at the Delivered Cost:
i	- Marine freight and insurance: @ 3% (10% for plates, pipes,rounds & structurals) . In case of CFR offers, Insurance @ 0.1% will be loaded.
ii	- Import duty as applicable at the time of Price/ Part-II bid opening.
iii	- Port handling/ clearing charges & inland freight : @ 3.0% of FOB value (5% for plates, pipes & structurals).
B (b)	**Incase of Indigenous Bidders,** Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 3% of Ex-works value (5% for plates, pipes, rounds & structurals) unless otherwise mentioned in enquiry.
C	**Deviated Penalty** : Any loading on penalty clause shall be 10% or to the extent to which it is not agreed to by the vendor.
D	**Deviated Payment Terms**: In case BHEL considers any deviation in payment terms, the bids shall be loaded with 18% interest per annum.
15	**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.**
16	**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.

Signature of
Vendor
with date and seal