BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (UA)
Fax: 0091 01334-226462, Phone: 0091 01334-281147
E-mail: singhmk@bhelhwr.co.in; dinesh-c@bhelhwr.co.in;

No. Cap/OT/16-17 **Date: 06.12.2016**

Subject: Open tender as detailed below:

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.

2. Last date for obtaining tender documents and opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.

3. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

4. Other terms and conditions will be as per tender documents.

Sl. No.	Tender No.	Description of Equipment	Qty. (No.)	Last date to get from BHEL	Opening date
1.	C/6743/2016/4489/T	7.5 KVA Step Down Transformer as per enclosed specifications	02	27.12.2016	28.12.2016

- Technical Specification is enclosed.
- PQR is enclosed.
- Test Certificate required.
- Operation and Maintenance manual required.
- Guarantee / Warranty for the step down transformer shall be 18 months from the date of dispatch or 12 months from the date of commissioning at BHEL Haridwar works, whichever is earlier.
- Commissioning required at site.
- Commissioning Charge: 3% of equipment cost.
- Commissioning Period: 03 (Three) months starting from the first call given to the vendor for commissioning.
- Pre Dispatch Inspection (PDI) is required.
- MODVAT applicable.

M K Singh
SDGM (Capital Purchase)

BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 01334-281147

Enquiry No.: C/6743/2016/4489/T

Date of issue : 06.12.2016
Due Date : 28.12.2016

M/s………………………..

Sub: Tender Enquiry No. C/6743/2016/4489/T

We are pleased to invite your offer in **TWO PARTS (PART-I & PART-II)** strictly as per enclosed terms and conditions and “Instruction to Bidders”, in sealed covers for the under mentioned equipment / systems.

Sl. No.	Description of Equipment	Qty. (No.)	Delivery Required
1.	7.5 KVA Step Down Transformer as per enclosed specifications	02	02.06.2017

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendors should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

Part–I bid shall be opened by BHEL at 2 PM on the due date, in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

KINDLY READ “INSTRUCTION TO BIDDERS” **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTION ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

For & ON BEHALF OF BHEL, HARDWAR
SDGM (Capital Purchase)

Instruction to Bidders

Clause 1.0 – Tender submission

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening :

a) Part-I (Envelope I) : 1. Pre-Qualifying Requirement (PQR)

2. Techno-Commercial Bid.

b) Part-II (Envelope II) : Price Bid.

Any corrections / amendments shall be properly & fully authenticated with signature

BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All individuals / companies - representing / Advisor /retainership basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

Agents shall not 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, the manufacturer / supplier and the agent, bid received from the agent shall be ignored.

The bidders (original manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by FAX / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in the tender. However, in case of e-tender ink signed offer is not required. **Unsigned bids shall be ignored.**
The suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

Clause 1.1

The Techno-commercial offer and PQR in envelope - I (Part-I) shall comprise of following:

i) Point wise reply to all the points mentioned in Pre- Qualifying Requirement specified in the tender.
ii) Relevant documents as requested in Pre-Qualifying Requirement must be attached.
iii) Complete Technical offer.
iv) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
v) Acceptance of commercial terms by vendor as per **Annexure I**.
vi) Deviation with reference to specification to be laid down on separate sheet.
Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation,
vii) Copy of price Bid (without prices).
viii) Any additional documents (please specify).

Clause 1.2

While submitting the offer, following points are to be taken care of by the vendor:

- **Documents submitted with the offer/bid by the bidder (Original Registered Supplier) shall be ink signed and stamped in each page by authorized representative of the bidder.**

- **In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of ink signed and stamped (in each page) original bid to BHEL.**
- **If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents.**
- **Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.**

The Price Bid in envelope - II (Part-II) shall comprise of following:

i) The price Bid (with price) for the complete scope strictly as specified in the price Format attached as Annexure-II.

If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.

Note :

If in a price bid, non-conformities /errors /discrepancies are observed between the quoted prices in figures and that in words the following guidelines will be followed:-

a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

d) If there is such discrepancy in an offer, the same is to be accepted by the bidder by a target date and in case the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

e) Charges for 'Supply' and 'Commissioning' to be quoted separately by bidders.

f) **The evaluation of tender shall be on the basis of "Total Landed cost at Destination" including Supply and Commissioning. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) 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.**

g) Indigenous suppliers : Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.

h) Foreign Suppliers :

(A) **SEA CONSIGNMENTS:**
Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port.

(B) **AIR CONSIGNMENTS:**
Please quote your rates with both the options: (a) FCA dispatching Airport & (b) CPT Landing Airport.

Further non-availability of ship / flight will not be accepted for rescheduling the delivery or waiver of penalties on account of delayed delivery.

i) Insurance during transportation shall be taken care of by BHEL.

j) Applicable sales Tax, Excise duty, service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation.

k) The comparison between foreign and indigenous bids shall be done based on the **Total Landed cost at Destination** basis.

<u>Clause 2.0 – Tender Opening :</u>

a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below :

Part I : Part I bid (Envelope-I) comprising Pre- Qualifying Requirement (PQR) and Techno-commercial bid as mentioned above.

Part II : Part II bid (Envelop-II) comprising Price Bid.

b) The tenders shall be opened in **TWO PARTS (Part-I & Part-II)** as described below:

- Part-I containing Pre- Qualifying Requirement (PQR) and Techno-commercial bid will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.

- Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in part-I.

- In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in part-I.

BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required)

<u>Clause 2.1 :</u>
BHEL reserves the rights to place order for tendered quantity on more than one vendor

<u>Clause 3.0 – Superscription on envelopes:</u>
The following shall be super scribed on the envelopes:

<u>PART-I</u>
1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING.
3. PRE- QUALIFYING REQUIREMENT (PQR)
4. TECHNO-COMMERCIAL BID

<u>PART-II</u>
1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING OF PART-I
3. PRICE BID

Clause 3.1 :
The part-I & part-II shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as :

“TENDER FOR (ITEM NAME) AGAINST TENDER NO.---------------------- DUE ON ------------------------- CONTAINING PART-I & PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope and shall be addressed to:

To,

Head of Materials Management,
Heavy Electrical Equipment Plant,
BHEL,
Hardwar- 249403

Clause 3.2 :
Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 4:
As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Clause No. 5:
The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

For & on behalf of BHEL, Hardwar.

NOTE: PLEASE VISIT OUR SITE WWW.BHELHWR.CO.IN FOR GENERAL INSRUCTIONS AND STANDARD TERMS AND CONDITIONS (GISTC) FOR TENDER ENQUIRIES. ALL THE BIDDERS/VENDORS MUST ENSURE COMPLIANCE OF THESE GISTC.
GISCTC CAN ALSO BE REFERRED BY LOGIN TO B2B PORTAL FOR VENDORS

M K Singh
SDGM (Capital Purchase)

ANNEXURE – I: - <u>ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR</u>

BHEL Standard Terms	Vendor's Acceptance
1. Payment terms: **A) For indigenous supply :** **Through Bank:** 80% of Supply value + 100 % Taxes & Duties (if applicable) to be paid against dispatch documents through bank and balance 20% of supply value + 100% Commissioning Charges will be paid after successful commissioning of the equipment.	.
Direct Payment: In case of direct payment, 80% payment of Supply value + 100 % Taxes & Duties (if applicable) shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply + 100% Commissioning Charges shall be made after successful commissioning of the equipment.	
Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms: If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of commissioning Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: (a) Base rate of SBI as applicable on the 31st March of preceding year from tender due date + 6% (per annum), of Basic cost of the item.	
2. CURRENCY OF PAYMENT: Freely tradable currency like Euro/USD/CHF/GBP/YEN/Rupees etc.	
3. For indigenous supply the currency shall be Indian Rupees.	
4. CHARGES FOR SERVICES AT BHEL HARIDWAR : Services to be rendered at BHEL Haridwar like commissioning, proving, training to operators, supervising foundation work etc. For Indian Suppliers: It should be quoted in Rupees. For Foreign suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees. These charges are essentially to be indicated separately in price bid. Vendor to confirm	

BHEL Standard Terms	Vendor's Acceptance
BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Commissioning. **The estimated percentage of Commissioning Charge is: <u>3% of equipment cost.</u>**	
4A. Total commissioning value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate commissioning values are not mentioned in the offer, value for commissioning portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as commissioning payment as per clause no. 1 of '**ANNEXURE – I: - <u>ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR</u>**' above. **The estimated percentage of commissioning charge is : <u>3% of equipment cost.</u>**	
5. TAXES : All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required. Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.	
6. ORDER ACCEPTANCE: Order acceptance (ink-signed) must be submitted within 30 days from the date of PO.	
7. Submission of Bank Guarantee: All bank guarantees should be from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL **(annexure-III)** and the bank guarantees should be in the format as prescribed by BHEL **(annexure-IV)**. The list of consortium banks is displayed at BHEL web-site <u>www.bhelhwr.co.in</u> however, in case the bank guarantee is not from Indian branch of BHEL consortium banks, then the vendor has to confirm bank guarantee on any Indian branch of consortium bank and all the bank charges are to be borne by the bidder.	
8. Late delivery penalty Clause: Penalty on delay in 'Supply' and/or 'Commissioning' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'Commissioning'. **A. For delay in supply:** The rate of penalty for delayed Supply shall be @ 0.5% per week and part thereof subject to a maximum of 10% of total PO value (Supply + Commissioning).	

BHEL Standard Terms	Vendor's Acceptance
B. For delay in Commissioning: The rate of penalty for delayed Commissioning shall be @ 0.5% per week and part thereof subject to a maximum of 10% of total PO value (Supply + Commissioning). Maximum penalty for delay in Supply and Commissioning together shall be limited to 15% of total PO value (Supply + Commissioning). In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + Commissioning) for the delayed machine. In case any bidder is not accepting the above penalty for delayed Supply and/or Commissioning, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and commissioning period quoted by him. For the purpose of penalty for delay commissioning of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. For calculating Late Delivery penalty delivery date shall be considered as per following : **1. <u>Indigenous Suppliers</u>:** a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR Transporter Godown:- Date of GR/LR c. Delivery FOR Destination:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank) **2. <u>Import Supply</u>:** a. Delivery FOB / FCA port of discharge:- Date of BL/AWB b. Delivery CPT port of destination:- Date of AWB	

BHEL Standard Terms	Vendor's Acceptance
9. Time Period for Supply and E&C of equipment: (Bidder should quote time period separately for 'Supply' and 'commissioning' of equipment.) • Earliest Time period (from the date of PO) required by bidder for supply of equipment :______________________ Note : Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of the vendor.	
• Earliest Time period (after the 1st intimation by BHEL to supplier) required by bidder for commissioning of equipment :______________ - **Note: Time period required by BHEL for Commissioning of equipment by vendor is : 03 (Three) months starting from the first call given to the vendor for commissioning.**	

BHEL Standard Terms	Vendor's Acceptance
10. Delivery basis : • For Import : (A) **SEA CONSIGNMENTS:** Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port. (B) **AIR CONSIGNMENTS:** Please quote your rates with both the options: (a) FCA dispatching Airport & (b) CPT Landing Airport. (Sea / Air Freight charges for import items must essentially be quoted and indicated separately in price bid.) • For Indigenous : Delivery must essentially be FOR BHEL Haridwar basis. (Freight charges for indigenous items must essentially be quoted and indicated separately in price bid.)	
11. Settlement of Disputes: • If any despute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided. All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator. The place of arbitration shall be New Delhi. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. • For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.	
12. Drawing / data approval : (If applicable) Any drawing / data approval, if required, from BHEL after placement of order shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.	
13. Drawing / design / information use: The vendor to confirm that the drawing / design /	

BHEL Standard Terms	Vendor's Acceptance
information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.	
14. Authorization for pre-dispatch inspection: (If PDI applicable) BHEL is authorized to pre inspect the material at Vendor's works. The material will be dispatched Only after getting clearance from BHEL. Indigenous suppliers should give Pre-Dispatch Inspection (PDI) call at least 15 days in advance and foreign suppliers should give PDI call at least 45 days in advance. If supplier fails to give pre-inspection call with in stipulated time, this will not be a reason of penalty waiver or delivery extension. Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL.	
15. Attending to any complaint during Guarantee / Warranty period : Vendor will have to ensure deputation of their people for commissioning or for attending to any complaint during guarantee / warranty period within 7 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.	
16. Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
17. Import Supply: **a.** Phyto-sanitary Certificate essential for packages (Wooden) **b**. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.	
18. Validity: Validity of the offer should be 180 days from tender opening date.	
19. Bank Charges: Bank Charges on either side. Or your prices will be loaded suitably	
20. Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address	
21. Foreign Suppliers: Dispatching port & Country to be mentioned essentially	
22. Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)	

BHEL Standard Terms	Vendor’s Acceptance
23. Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier.Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.	
24. Force Majeure Clause: a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc. b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majuere prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses. c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months. d. Evidence for this would be “Force Majeure” certificate issued by chamber of commerce of the concerned country.	
25. War Like Situation: If the war like situation has developed in a country where a vendor’s works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.	
Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.	

For import supply

Description	Unit Price (in foreign currency)	Total Qty (No.)	Total Price (in foreign currency)
Basic m/c and equipment as per tech. specification covering all features (ex-works) - Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.		2	
Total Services at vendors works (training, pre-acceptance etc.) Item wise break-up to be submitted as per technical specification			
Packing & Forwarding charges (FOB / FCA Charges)			
Total FOB (For sea) / FCA (For Air) cost =			
Freight Charges (Sea / Air freight charges essentially to be quoted)			
Total C&F / CPT cost =			
**Total Commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clauses of technical specification)			
Service Tax on Service charges @14% or prevailing rate			
Swachh Bharat Cess @0.5%			
Krishi Kalyan Cess @0.5%			
Total Service at BHEL =			

For indigenous supply

Description	Unit Price (in Indian rupees)	Total Qty (No.)	Total Price (in Indian rupees)
Basic m/c and equipment as per tech. specification covering all features (ex-works) - Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the technical specifications.		2	
Packing charges			
Excise duty : @12.5% or prevailing rate			
CST@ prevailing rate			
Forwarding charges			
Freight up to BHEL Haridwar stores			
Total supply cost at BHEL Haridwar =			
** Total Commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clauses of technical specification)			
Service Tax @14% or prevailing rate			
Swachh Bharat Cess @0.5%			
Krishi Kalyan Cess @0.5%			
Total service charges =			

** Total Commissioning value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate Commissioning values are not mentioned in the offer, value for Commissioning portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as Commissioning payment as per clause no. 1 of '**ANNEXURE – I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR**' above.
The estimated percentage of Commissioning Charge is: 3% of equipment cost.

NOTE :

a) Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.
b) Per person per week rates against each category of training at vendor's work must be mentioned separately in Technical Specification.
c) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optionals as indicated in specification will not be taken for evaluation.
d) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
e) Following details shall be provided in separate Annexure.

    i) Unit prices for variable items.
    ii) Prices for any other OPTIONAL items.

f) **Excise duty:** Concession forms requirements etc. to be stated wherever applicable.
g) Transit insurance shall be arranged by BHEL

NOTE:

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**

2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelops. They will also be required to submit copy of un-priced price bid of these impacts in a 3rd sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

   It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

1. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :

Signature :

Name :
Designation :

Department :
M/s

List of Consortium Bank			
	Nationalised Bank		**Nationalised Bank**
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		**Public Sector Banks**
3	Bank of Baroda	20	IDBI
4	Canara Bank		**Foreign bank**
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		**Private bank**
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

* **Please check the list of consortium banks on the following web site www.bhelhwr.co.in every time a bank guarantee is executed.**

ANNEXURE-IV **WAM-28**

Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company') having agreed to exempt-- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ------------------- Made between ---and ---------------------- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. -------------------- (Rupees-------------------only).

1. We, ____________________(Indicate the name of the Bank)___________ (hereinafter referred to as 'the Bank') at the request ____________________ ____(Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs._______ _______________ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.

2. We, _________(indicate the name of the Bank)______________________ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._________.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

   The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _________(indicate the name of the Bank)______________________ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _______________ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ________ __________________________ we shall be discharged from all the liability under this guarantee thereafter.

5. We, _________(indicate the name of the Bank)______________________ further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to

extend time of performance by the said contractor(s) form time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We, __________(indicate the name of the bank)________________________ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the ________________________ day of ____________________________

For _____________(indicate the name of the bank)_______________________

Certificate by Chartered Accountant on letter head

This is to Certify that M/s ………………………………………………………………,
(hereinafter referred to as 'company') having its registered office at …………………………………is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II) …………………………………………………..dtd:……….,
Category:………………………………(Micro/Small).(copy enclosed).

Further verified form the Books of Accounts that the investment of the company as on date …………………………as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises**: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
Rs………………………Lacs

2. **For Service Enterprises**: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006:
Rs……………………Lacs

(Strike off whichever is not applicable)

The above investment of Rs …………………Lacs is within permissible limit of Rs……………………. Lacs for …………………………micro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) (**Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is ………………….. (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-
Membership Number-
Seal of Chartered Accountant