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<u>BHARAT HEAVY ELECTRICALS LIMITED</u>
<u>RAMACHANDRAPURAM, HYDERABAD – 32</u>
<u>(A GOVERNMENT OF INDIA UNDERTAKING)</u>
<u>PURCHASE DEPARTMENT (CMM)</u>
<u>TENDER SCHEDULE</u>
TENDER NO: M2A1T03951 dt 04.08.2020
DESCRIPTION: SUPPLY OF "EXTRA ORAL SUCTION UNIT AND OTHER ITEM".
QUANTITY: As per Enquiry
DELIVERY SCHEDULE FOR SUPPLY FROM THE DATE OF PURCHASE ORDER-
Delivery Period: 4 WEEKS
Grace Delivery Period: 2 WEEKS (Loading will be done with applicable Loading Factor)
Maximum acceptable Delivery Period: 6 WEEKS
Installation Period: 2 Weeks
LAST DATE FOR SALE OF DOCUMENTS : 19.08.2020
DUE DATE : 19.08.2020
COST OF TENDER DOCUMENTS: NOT APPLICABLE
EARNEST MONEY DEPOSIT(REFER INSTRUCTION SHEET CLAUSE NO: FOR DETAILS) : NOT APPLICABLE



STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT

[FORMAT TO BE FILLED-UP BY THE SUPPLIER]

VENDORS HAVE TO OFFER THEIR TERMS IN THE ALLOTTED COLUMN AND SHALL IDENTIFY DEVIATIONS DISTINCTLY.

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
01	Terms of Delivery:		
(a)	Indigenous Supplies : FOR - Destination means FOR - B.H.E.L. Hyderabad stores. (Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices) . Ex-works is not acceptable.		
(b)	Foreign Supplies : Foreign supplies have to be made on Incoterm CIF basis (i.e. Inclusive of Sea/Air worthy packing and inclusive of all freight and Insurance upto Mumbai Sea Port . Foreign supplies will be loaded with 2.1% towards inland freight & insurance from Mumbai to BHEL Hyderabad stores for tender evaluation purpose. Notes: i)Offer with terms of delivery other than CIF are liable for rejection. ii)Trans-shipment strictly not permitted, please refer instructions point no:K-2 in this regard.		
(c)	In case,any shortage is noticed viz-viz PO requirement in the main equipment/spares,such shortage shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc.upto destination for such short supplies shall be borne by the supplier. Please also note that any short supply will attract imposition of penalty on the total P.O. value.(Supply+Installation).		
02	Delivery Period:		
	The Bidder should quote their earliest schedule for Supply and Installation against the schedule indicated in the Tender schedule of the NIT. Bidder should quote time period separately for "Supply", "Installation" of equipment. BHEL, however, reserves the right not to accept an offer not meeting the NIT schedule. The supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL.		
	Any offer beyond the "max.acceptable delivery period" shall be rejected. All offers which do not confirm to the specified delivery period mentioned in tender schedule , but are within the "max. acceptable delivery period" shall be loaded for the delayed delivery beyond 'X' @ 0.5% per week or part thereof subject to a maximum of 10% of the supply value.		
03	Payment Terms : Offer with deviations to BHEL Payment Terms will be loaded as under.a)Bench Mark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of Tender Opening +2%, for the amount and period of relaxation sought by the bidder.b)On account of payment through LC, if insisted by bidder, bank charges shall also be loaded for the deviation in i)opening of LC by BHEL ii)period and amount of LC w.r.t NIT norms, as per the prevailing bank rates. Offers with insistence of advance payment are liable to be rejected. In no case BHEL shall accept liability towards interest. Payment terms mentioned here under for Indigenous and Imported Offers.		
(a)	Terms of payment for Indigenous Offer:		
	100% payment will be made on 45th day from the date of receipt of material at BHEL (date of goods receipt (GR)).		
(b)	Terms of Payment for Foreign Offers:(Installation is to be done by vendor)		
(i)	100% Payment will be made through L.C. , which shall be opened 1 month before the confirmed date of dispatch, valid for three months and is encashable against receipt of Equipment at BHEL Hyderabad.		

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(iii)	The second irrevocable & unconfirmed letter of credit for 20% & Installation Charges will be opened 15 days prior to the scheduled and confirmed arrival of the technicians of supplier with their names. The validity of this L/C would be sufficient to cover the period required for the completion of Installation + 21 days as negotiation period. This L/C can be negotiated i) after completion of the Installation of the equipment in BHEL.		
4	Warranty / Guarantee Period: Equipments shall be guaranteed against workmanship, materials used, design and performance should be for a period of 12 months from the date of Supply of equipment, unless otherwise stipulated in the specification.		
	Loading Factor for non-acceptance of Guarantee Period: Less than 24 months from commissioning will attract loading of AMC charges for difference of quote with warranty / guarantee period. Example : If a Supplier provides 6 months guarantee period, in place of 12 months, then the difference of 6 months will be loaded with AMC charges of 4% per annum for difference period of 6 months i.e. 2% of total cost will be loaded for evaluating lowest bidder.		
5	Delay in supply beyond the quoted delivery period will attract Penalty at a rate of 0.5% per week subject to max. of 10% of total PO value .In case any bidder is not accepting the above penalty for delayed supply the offer the bidder shall be loaded as follows.		
	Loading Factor for non-acceptance of Penalty Clause: It will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Example : If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded on supply value for evaluating lowest bidder.		
6	Performance Bank Guarantee (PBG): The Supplier shall submit a PBG for 10% of the contract value valid for 30 days beyond Warranty / Guarantee period. Please refer clause: H of Instructions.	Not Applicable	Not Applicable
	Offers with non-acceptance of Performance Bank Guarantee clause are liable to be rejected. Offers with less acceptance of PBG than the specified period and or value shall be loaded proportionately, during evaluation of the lowest bidder.	Not Applicable	Not Applicable
7	Erection & Commissioning (Installation) Schedule: Supplier to specify clearly the time period for erection & commissioning of the equipment starting with date of intimation by BHEL regarding site readiness. The bidders should quote their earliest schedule against the schedule indicated in the NIT(Tender Schedule)	Not Applicable	Not Applicable
8	Erection & Commissioning (Installation) Charges: Erection & Commissioning value will include services to be rendered at BHEL like Erection, Commissioning, Job proving, performance testing, training to operators etc. Installation 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 Installation values are not mentioned in the offer, value for Installation portion shall be deemed to be considered as the value indicated in NIT and accordingly supply value will be adjusted from that quoted value and balance will be released as Installation payment.	Not Applicable	Not Applicable
9	Validity: Supplier to mention clearly the validity of the offer [Minimum 180 days from tender opening date].		
10	Risk Purchase: If the vendor fails to deliver the goods beyond penalty period specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. <u>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms</u>		

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11	Reverse Auction: BHEL intends to Finalize the Tender through Reverse Auction. Please furnish the details as requested below along with the confirmation to RA. BHEL reserves the right to decide the tender through Reverse Auction (RA) route. 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. BHEL reserves right to reject the offers not accepting for RA.		
11.1	Name of the Representative participating in the RA:		
11.2	Address of the Company:		
11.3	Landline No.:		
11.4	Fax No.:		
11.5	Mobile No.:		
11.6	E-Mail Id		
12	DECLARATION: VENDORS SHALL GIVE A DECLARATION THAT PARTICULAR COLUMNS GIVEN IN THE NIT DOCUMENTS HAVE NOT BEEN ALTERED BY THEM		
13	Taxes & Duties: (For Foreign Bidders, standard taxes applicable for importing will be applicable)		
13.1	Excise Duty @		
13.2	VAT / CST @		
13.3	Service Tax @		
14	Essential / Mandatory Spares: Supplier to specify clearly the charges of Essential / Mandatory Spares in the form of Extra only (Itemized break-up shall be given). Requirement of technical specification need to be complied with.		
15	PDI inspection :- PDI Invitation shall be given two months before the Purchase order delivery date and PDI shall be completed 15 days before the P.O. delivery date. Vendor to Confirm.		
Note :1 The bidders should comply with the above Terms & Conditions. Non-adherence may lead to rejection. Also refer Annexure -A for important general instructions and also do's & don'ts before submitting the offer.			
2) 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.			

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3) 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 attachment only. 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.			