BHARAT HEAVY ELECTRICALS LTD.,
RAMACHANDRAPURAM
HYDERABAD - 500 032.
TELANGANA - INDIA.

Ph. No: 040 - 2318 2498
Fax No: 040 - 2318 6081

E N Q U I R Y

PURCHASE DEPARTMENT

SHEET……OF …….

SUPPLIER CODE:	ENQUIRY	DATE:	AMENDMENT No.	Date.	NO. OF ITEMS: 001
	M2A1S03840	16.10.2019			
	DUE DATE OF QUOTATION. 06.11.2019	THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER.			

Kindly note that visiting hours are only after 14.30 hrs unless with a prior appointment.
Please specify on all your Correspondace/Envelopes/Tele-faxes addressee's name, designation, department and our reference for our prompt action.

Sl.No.	INDENT (MPR)No.	INDT. Sl.No.	MATERIAL CODE/ DRAWING.NO	DESCRIPTION SPECIFICATION.	UNIT	QTY	DELIVERY SCHEDULE DATE	DELIVERY SCHEDULE QTY
1	6000003840	10	HY8340224212	CABLE JOINTING KIT-3 CORE 95 SQ.MM 1).TWO PART BID ONLY 2).TECHINICAL SPECIFICATIONS AND BHEL COMMERICIAL TERMS & CONDITIONS ARE ENCLOSED	NO	10.00		10.00

Instructions: Offers are invited to submit inTwo-Parts and the following procedure shall be followed.

a) Part-I : TECHNICAL-CUM-COMMERCIAL BID :

1. Consisting of complete technical details, catalogues, drawings and all commercial terms, Un priced bid, Tender fee(if any) & EMD (If any). (Money values shall not be indicated).

b) Part-II : PRICE BID :

1. Consisting of prices for the items enquiried. Preconditions for price will not be accepted.
2. The technical-Cum-Commercial offer will be opened first, discussed, finalised and only then the price bid of technically acceptable offers will be opened.
3. 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.
4. If you are not interested / not in a position to participate in the tender, Please send REGRET letter expalining the reasons for not participating, before due date addressed to Officer/Pur-CG, BHEL, Hyd. ***Please note that REGRET letter shall not be sent to the tenderbox & do not write tender referennce on the Cover.***
5. The material offered shall be strictly confirm to the specification enclosed.
6. BHEL is not responsible for any Postal Delays.
7. 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.
8. Offer received after the specified time of submission will be rejected. No further correspondence shall be entertained.
9. Placement of order will be considered only for lowest offer on Total Cost to BHEL basis.

SPECIAL ATTENTION:

DEAR SIR, Please submit your lowest quotation in sealed cover superscribed with Enquiry No. & date subject to our terms and conditions attached for the above materials so as to reach us on or before due date by 10.00 a.m. addressed to the DGM/CMM,Vendor Complex,BHEL,Hyd - 502032. Tenders will be opened at 13.00 Hrs. If our enquiry no. & tender due date are not superscribed on the tender cover, your offer shall be summarily rejected. In case the Tenders are bulky or if the bidder intends to submit the Tender by hand, the Sr.DGM/CMM, Vendor Complex, BHEL, Ramachandrapuram, Hyderabad - 502 032. may be contacted.

TEST CERTIFICATE*
REQD ☐ NOT REQD ☐

GUARANTEE
REQD ☐ NOT REQD ☐

SAMPLE
REQD ☐ NOT REQD ☐

* TICK THE APPLICABLE BOX

FOR AND ON BEHALF OF
BHARAT HEAVY ELECTRICALS LTD.,

B MADHAN MOHAN
Sr. OFFICER / PUR - CMM

Ph: 040 - 2318 2498
Fax : 040 - 2318 6081
E-mail of Purchase Executive: bmmohan@bhel.in

BHARAT HEAVY ELECTRICALS LIMITED

RAMACHANDRAPURAM, HYDERABAD – 32

(A GOVERNMENT OF INDIA UNDERTAKING)

PURCHASE DEPARTMENT (CMM)

TENDER SCHEDULE

TENDER NO:**M2A1S03840**

DESCRIPTION: **SUPPLY OF "CABLE JOINTING KIT-3CORE 95 SQ.MM".**

QUANTITY: **CABLE JOINTING KIT-3CORE 95 SQ.MM : Qty -10 Nos**

DELIVERY SCHEDULE FOR SUPPLY FROM THE DATE OF PURCHASE ORDER-

Delivery Period: **4 Weeks**

Grace Delivery Period: **2 Week** (Loading Factor 0.5 % Per Week)

Maximum acceptable Delivery Period: **6 Weeks**

LAST DATE FOR SALE OF DOCUMENTS :**05.11.2019**

DUE DATE : **06.11.2019**

COST OF TENDER DOCUMENTS: **NOT APPLICABLE**

EARNEST MONEY DEPOSIT(REFER INSTRUCTION SHEET CLAUSE NO: FOR DETAILS) : **NOT APPLICABLE**

	INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER
	STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT
A	**QUOTATIONS:**
1	BHEL's requirement is for capital use. Offers from reputed and resourceful Suppliers are invited to be submitted in two parts, consisting of a) Cover-1 & Cover-II and b) Cover-III as below, which are to be submitted together before due time of tender opening. In case of downloading the tender documents from BHEL website, the prospective bidder has to submit the duly filled up Preliminary Registration Form before tender due date to the concerned Purchase Officer only (these documents should not be clubed with tender documents). Preliminary Registration Form is enclosed herein.
2	Cover - I TENDER COST AND E.M.D.:Tender Cost & EMD, as specified in the tender schedule and if called for are to be deposited in the form of Cash*(as permissible under Income Tax Act)/Demand Draft/Pay Order, in favour of M/s. Bharat Heavy Electricals Ltd., Ramachandrapuram, Hyderabad - 502 032 for value of tender document & EMD along with a covering letter.These are to be submitted in a sealed cover. D.D. towards Tender Cost is non-refundable. In case of foreign bidders e-payment for EMD/tender cost is acceptable i)EMD by the tenderer will be forfeited as per the tender document s(schedule), if the successful bidder/vendor refuses to honor the order after award of the same on him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms& conditions within the validity period or fails to submit CEBG even within 60 days from the date of PO. ii)EMD given by all unsuccessful tenderers shall be refunded on acceptance of award/LOI/PO by successful tenderer.EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee.(CEBG).iii)EMD shall not carry any interest.*Cash shall be submitted by prspective vendor only at BHEL-RC Puram cash office and receipt shall be kept in the envelop. iv)The EMD may be waived in following cases a) Central / State - PSUs / Government departments(Only EMD is exempted, Tender Cost to be submitted) b) Micro and Small Enterprises (Tender documents cost & EMD are exempted) ***NOTE: All MSME/SSI Units are exempted from the payment of EMD & Tender documents cost. MSME/SSI units shall enclose in their Techno-Commercial bid a) attested Valid NSIC Certificate (or) b) attested Enterpreneurs Memorandum (EM) part II certificate (with deemed validity of five years from the date of issue of acknowledgement in EM II) (or) c) attested EM II certifcate with Chartered Accountant certificate applicable for the year, certifying that investment in Plant & Machinery is within the permissible limits as per MSME act for relavant status (Micro or Small), where the deemed validity of EM II is over. If Bidder fails to submit/enclose above specified certificates, their Offer will be considered as non MSME/SSI unit and failure to non-submission of DD towards EMD & Tender cost will leads to rejection of their Offer.***
	**Beneficiary Name:Bharat Heavy Electricals Ltd. Beneficiary Address:Ramachandrapuram,Hyderabad, 502032, Beneficiary Ph. No:(+91 40)23182235, Name Of the Bank:State Bank of India, Branch Address::Ramachandrapuram,Hyderabad, 502032,Branch Code:075,A/C No:00000062048154115, A/C Type:Current Account, IFSC No(For NEFT & RTGS):SBIN0020075,MIRC:500004072, Bank's Telephone No:(+91 40)23022210, Bank's Fax No:(+91 40)23022210
3	**Cover - II (Part-I) : TECHNICAL-CUM-COMMERCIAL AND UN-PRICED BID:**
(a)	This consists of complete technical details, catalogues, drawings and all commercial terms. Money values must not be indicated i.e. **un-priced bid**. These are to be submitted in a sealed cover.
(b)	The following formats / documents are to be filled up and submitted: (i) Filled in Technical Specification (Format enclosed), (ii) Filled in Standard Terms & Conditions for Procurement of Equipment (Format enclosed), (iii) Un-Priced Bid [In the formats of Technical Specification / Scope and typical Annexures, confirming that the prices are quoted in price bid], (iv) Declaration with regard to Registration with BHEL (Supplier Registration Form to be filled and submitted online through our website www.bhel.com), (v) The rating of the company by an international credit rating agency (Please refer concerned guideline, B-22), (vi) All relevant enclosures of above documents / formats, (vii) Complete technical / commercial details along with catalogues / instructions and (viii) Shipping weight and cubage (length, width & height) size of packing.
4	**Cover - III (Part-II) : PRICE BID:**
(a)	Prices are to be indicated as per Un-Priced Bid as per detail as well as in conformity with terms as submitted in Part-I. Bidders are required to quote as per enclosed format. All applicable taxes and duties are to be indicated clearly in the offer. The comparison between indigenous and foreign bids shall be done based on landed (FOR DESTINATION) price basis. Processing of any optional item is at the discretion of BHEL. **Offer with any preconditions for price will be rejected.**
(b)	The bidders should submit their best price at this stage itself. They will not be allowed to revise the price during validity period.
B	**GUIDELINES:**
1	The sealed tenders superscribing Tender Number, Due Date & Name of the Supplier should be addressed to **Sr.DGM / Purchase (CG), Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032.** The sealed tender should contain three separate sealed covers. The first cover containing DD superscribing TENDER FEE & EMD along with Tender Number, Tender Due Date & Name of the Supplier. The second cover containing the technical part, including all commercial terms (except price) and un-priced bid, superscribed as TECHNICAL-CUM-COMMERCIAL and UN-PRICED BID along with Tender Number, Tender Due Date and Name of the Supplier. The third cover containing only the prices super-scribed as PRICE BID along with Tender Number and Name of the Supplier. These three covers should be sealed individually and all three covers should be kept in another sealed cover superscribed with Tender Number, Due Date and Name of the Supplier.
2	The Covers-I & II, consisting of cost of tender documents as well as techno-commercial bid, will be opened first. Non-receipt of D.D. for the tender cost and EMD will lead to rejection of offer.

3	The Technical-cum-Commercial offer will be discussed, finalised and only then the price bid of the technically acceptable offers will be opened.
4	**If a Supplier submits only one cover containing either techno-commercial bid or price bid or one combined bid i.e. techno-commercial bid & price bid together, the offer is liable be rejected. Non-receipt of D.D., for tender cost & EMD is likely to lead for rejection of the offer. The Cover-I will be opened first.**
5	If a Supplier is not interested to participate in a tender for which enquiry was either forwarded or purchased by them, supplier has to inform the same through a **"REGRET LETTER"** before opening date, by e-mail or letter. **If not complied the concerned Supplier may not be considered for future requirements.**
6	BHEL reserves its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions.
7	All the bidders are to submit their offers by filling in the format of the BHEL tender documents.
8	Tenders should be duly signed and stamped and free from Corrections and Erasures. Corrections, if any, must be attested.
9	Tenderers are to know the applicable laws of Government of India and applicable taxes and duties.
10	In case of price bid, price break-up should be in line with technical specification / scope of the tender.
11	In case of Technical-Cum-Commercial bid, un-priced bid has to be used to indicate relevant commercial implications without indicating price. Terms & Conditions of Letter of Credit (L/C) are indicated herein for acceptance.
12	The equipment offered shall be strictly conforming to the specification and for complete unit including accessories (if any) and spares as per Tender.
13	No offer for individual accessories or part of equipment will be accepted.
14	**Supplier shall bear the L/C confirmation charges in case of confirmed L/C amended on his request.**
15	Bank charges out side India are to the Supplier's account.
16	In case of L/C extension caused by delays, attributable to the Supplier, the L/C extension charges are to be borne by the Supplier.
17	Any free replacement due to short supply or warranty replacement will attract customs duty etc. All such extra expenditure to BHEL will be recovered from Supplier. Otherwise the same will be recovered from 20% balance payment, from agency commission, etc.
18	Quotation for recommended spare parts as per O&M with break-up for two years should be indicated in the offer as essential spares. **In order to arrive at the lowest offer, BHEL will include cost of essential spares in the total cost unless specified otherwise in Technical Specification / Approved Scope.**
19	In the event that if any essential spares are not quoted though the same has been asked for and subsequent it is found that this is required, then BHEL reserves its right to recover any consequential loss due to the machine failure during 2 years from the Equipment Supplier.
20	Supplier will have to ensure deputation of their Engineers for Erection & Commissioning or for attending to any complaint during warrantee / guarantee period within 15 days' of intimation. In case of delay BHEL reserves the right to get the job completed at the risk and cost of the Supplier. This does not amount to breach in contract clause by BHEL.
21	BHEL reserves its right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units. BHEL will do the performance evaluation as mentioned at Clause:13 in the Standard Format.
22	Income tax which is to be deducted at source on E & C Charges / Services Charges / Technical Fees are to be borne by the Supplier / Service Provider.
23	BHEL will have the option to pre-inspect the machine / equipment at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL but that does not absolve the Supplier from giving the performance as agreed upon. The final inspection will, however, be carried out at BHEL's works at Hyderabad.
24	Pre - inspection & Training to BHEL Staff : Travel & other local stay cost for the Engineers sent by BHEL will be to BHEL account. Any training charges either at Suppliers' works or any other place will be borne by the Suppliers.
25	The manufacturing progress will have to be furnished to BHEL periodically in the form and manner required by BHEL.
26	Supplier must submit with their offer, list of Customers [with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any)] to whom they have supplied same / similar machine in the past five years. The date of supply should also be indicated. This is applicable unless specified otherwise in Technical Specification.
27	The quotation should be valid at least for a period of 180 days from the tender opening date. Price quoted should be on firm price basis. Price Variation Clause within this period will not be entertained.
28	The quotations including the price bids of technically qualified tenderers will not be returned back under any circumstances.
29	**Tenders will be received upto 10.00 Hours on the said due date and will be opened on the same day at 14.00 Hours.**
31	Tenders received after due date and time of tender opening shall be treated as LATE tenders (irespective of the mode of dispatch) and will not be considered for evaluation.

32	Five (5) sets of Operation & Maintainance Manual shall be supplied along with the equipment.
33	Complete Technical-cum-Commercial offer should be submitted in two sets, one original and another copy. The offer should invariably contain Signature & Office Stamp of the Supplier.
34	The Suppliers are resposible for design of the foundation and ensuring correctness of the foundation prior to Erection & Commisioning of the equipments.
C	**BASIS OF EVALUATION OF LOWEST BIDDER:**
1	Evaluation of lowest bidder will be made considering the price of the basic equipment, cost of accessories, essential spares, training charges, erection and commissioning charges, component prove-out charges, CIF charges (if any), applicable taxes and duties, applicable freight and insurance charges (Insurance upto BHEL Hyderabad) and charges associated with any other items / services mentioned specifically in the tender. Optional items / services will not be considered for the purpose of evaluation unless or otherwise these are mentioned / communicated to the participating qualified Suppliers.
2	**For the purpose of comparing prices, tender prices shall be converted to Indian rupees . For evalution, exchange rate (TT Selling Rate of SBI) as on scheduled date of tender opening (Part - I bid in case of two part bid) shall be considered. This exchange rate will be followed till placement of order.**
3	**Placement of order will be considered only for lowest offer on Total Cost to BHEL basis.**
4	With respect to conformance to BHEL's tender document, if any Supplier's offer is found to be incomplete in respect of quoting against any items / services, BHEL will have the option of loading such offer with the highest quote submitted by other participating Supplier in the tender. For example, if the offer of a Supplier does not include cost for Spares / FOB Charges / Training Charges, etc., highest price offered by others will be loaded to evaluate the lowest bidder. But the order will be placed on the price quoted by the party without affecting the scope of supply.
D	**TERMINATION CLAUSES:**
1	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.
2	Obtaining the Export Licence, if required, is the responsibility of the Supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent Supplier has to give the undertaking and BHEL has a right to encash Contract Execution Bank Guarantee(CEBG).
E	**INDIAN AGENT:**
1	BHEL shall deal directly with foreign vendors, wherever, for procurement of goods, However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of an Agency Agreement.
2	It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India,issued from time to time
3	The Agency Agreement should specify the precise relationship between the foreign OEM/foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/Indian agent. Any payment , which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country .
4	Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
5	Tax deduction at source is applicable to the agency commission paid to the Indian agent as per prevailing reles.
6	In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives/ associate/ consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
7	The"Guidelines for Indian Agents of Foreign Suppliers" enclosed .
8	The supply and execution of the Purchase Order(including indigenous supplies/service) shall be in the scope of the OEM/ foreign principal. The OEM/foreign principal should submit their offer inclusive of all indigenous supplies/services and evaluation will be based on 'total cost to BHEL '. In case OEM/foreign principal recommends placement of order(s) towards indigenous portion of supplies/services on Indian supplier(s) agent on their behalf , the credentials/ capacity/capability of the indian supplier(s)/agent to make the supplies/services shall be checked by BHEL before opening of the price bids as per teh extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. It will be the responsibilty of the OEM/foreign principal to get acquainted with the evaluation requirement of Indian supplier/agent as per SEARP available on www.bhel.com.

F	**BANNED VENDORS**
	The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
G	**CONTRACT EXECUTION BANK GUARANTEE (CEBG)- Not Applicable**
1	The CEBG shall be for the due and faithful performance of the Contract and shall remain binding not withstanding such variations, alternations or extensions of time as may be made, given, conceded or agreed to between the Supplier / Vendor and BHEL under these Terms & Conditions or otherwise.
2	The CEBG furnished by the tenderer will be subject to the terms and conditions of the Contract finally concluded between the parties and the BHEL will not be liable for payment of any interest on theCEBG or any depreciation thereof.
3	Non-acceptance of CEBG is liable to reject the offer. The successful bidder shall be required to furnishCEBG within two months of the acceptance of LOI/P.O.
	Note : In case of non submission of CEBG within two months, BHEL shall charge @ 1.5% per month on the CEBG amount for the delayed period portion beyond 2 months and deduct the same in the final bill.
4	TheCEBG should be furnished as per proforma enclosed in Annexure-IV. The CEBG shall be in the currency of the purchase order. The CEBG from foreign suppliers should be from any Bank of international repute. same should be confirmed by our consortium bank in India and are payable in India.. The CEBG shall be refunded / bank guarantee released on application by contractor after commissioning of the equipment and after it has discharged all his obligations under the contract and produced a certificate from BHEL, certifying due completion of the work and submitted a 'No Demand Certificate'.
H	**PERFORMANCE BANK GUARANTEE:**
1	Performance Bank Guarantee should be as per proforma enclosed in Annexure-IV. The PBG shall be submitted along with joint protocol as per Annexure-V for effecting the balance 20% payment.
2	Performance Bank Guarantee of foreign suppliers should be confirmed by our consortium bank in India and are payable in India..
3	Performance bank guarantee shall be released on application by the Contractor after commissoning of the equipment and after he has discharged all his obligations under the Contract and produced a certificate from BHEL, certifying due completion of the work.
I	**GUIDELINES FOR ACCEPTING BANK GUARANTEES**
1	As far as possible the Bank Guarantee should be from any of the BHEL Consortium Banks (Annexure-VI)
2	BGs of PSU Banks in addition to consortium banks only are acceptable for indigenous suppliers.
3	In case of BGs issued by non-consortium PSU Banks the same are to be enforceable at Hyderabad
4	In case of Bank Guarantees issued by Foreign Banks, the same should be confirmed by our consortium bank in India and are payable in India. In exceptional cases where no consortium Banks are available the Bank Guarantee should be attested by Indian Embassy and to be registered in India.
5	Bank Guarantees to be submitted by the suppliers towards CEBG or performance bank guarnatee should be sent to BHEL, Hyderabad directly by the issuing Bank under Registered Post (A/D) only.
J	**TERMS & CONDITIONS FOR LETTER OF CREDIT (L/C):**
1	Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the above import Licence No and certifying goods evidencing shipment / airfreight of the above merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. The Indian agent's commission, if any, is payable in India in Indian rupees only calculated based on the conversion rate on the date of opening the tender.
2	Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce.
3	One set of Original and two sets of Non-negotiable copies of 'signed', 'clean on board' Ocean Bill of Lading of a Conference Line Vessel, showing Government of India Account M/s. Bharat Heavy Electrical Ltd, Unit:HPEP, Ramachandrapuram, Hyderabad as consignee (The opening bank should not be notified as consignee), marked freight prepaid / payable at destination, OR Airway Bills / Air consignment notes / House Airway Bills showing the applicant as the consignee and marked freight prepaid / payable at destination, indicating flight number and date.
4	Packing list in 4 copies in English, indicating dimensions of each case / bundle / piece shipped, with weight and number of items it contains.
5	Certified copy of the cable / fax sent by the beneficiary to the applicant (Fax No. 0091-40-23183282) giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order number & date; (b) Bill of Lading No & date / Airway Bill No & dated and Flight no & date; (c) Name of vessel; (d) Port of Loading; (e) No of case / pieces and weight; (f) Invoice no, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 3 days of shipment.

6	Beneficiary's certificate showing the relevant airmail / courier reference no and date that the following clauses have been complied with :
7	(a) Beneficiary should forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, World Trade Centre, Cuffe Parade, Colaba, Mumbai - 400 005, India (Fax No. **0091-22-22187850 / 22180748)**
	(b) Beneficiary should forward 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.
8	Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.
9	Manufacturer's Inspection / Test certificate in triplicate.
10	Manufacturer's Normal Guarantee / Warrantee certificate as per Purchase Order. The material should be guaranteed for a period of 24 months after putting into service.
11	Certificate from Shipping company or its agent that carrying steamer is seaworthy and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time.
12	Inspection / Test Certificate issued by M/s Lloyds Register of Industrial Services or as specified in the Purchase Order.
K	**CONDITIONS FOR TRANSPORTATION:**
1	All documents must show the Purchase Order No & Date, Import Licence No & Date, Letter of Credit No & Date.
2	Transhipment is Prohibited.
3	Loading on deck not permitted.
4	A transport document which is produced or appearing to have been produced by reprographic, automated or computerised systems or as carbon copy will be accepted as an original document provided that it is marked as original and where necessary, appears to be signed.
5	The transport document must contain all the conditions of carriage on the original document.
6	The transport document must not indicate the place of destination as being different from the port of discharge.
7	The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.
8	The transport document must be issued by the carrier or his agent and not by any freight forwarder.
9	The transport document must not contain a provision that goods may be carried on deck.
10	Transport documents bearing reference by stamp or otherwise to costs additional to the freight charges are not acceptable.
11	The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 21 days after the date of shipment / airfreight and in any case not later than the expiry date of the Credit.
12	Each case / bundle / piece should be painted with 4 " wide yellow colour strip around it for facilitating easy identification at port of discharge.
13	In case of consignments where individual items are listed in the packing list / Invoice, the price and values for each & every item should be indicated.
L	**REVERSE AUCTION (RA) / ON LINE BIDDING ON INTERNET:**
1	BHEL reserves the right to resort to Reverse Auction Procedure i.e. On Line Bidding On Internet, instead of Opening the submitted sealed bid, which will be decided after technical evaluation. The General Terms & Conditions for RA are as below:
2	For the proposed reverse auction, technically and commercially accepted bidders shall be eligible to participate.
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	BHEL will inform the Supplier in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
5	Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
6	Suppliers have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.

7	Based on the accepted commercial 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, loading factors (for non-compliance to BHEL Standard Terms & Conditions), etc. for each of the Supplier to enable them to fill-in the price and keep it ready for keying in during the Auction. Suppliers have to confirm acceptance of the working sheet before the commencement of RA.
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 the network.
10	The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
11	Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of Supplier to conduct business with BHEL as per prevailing procedure.
12	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.
M	Arbitration & conciliation clause and Interest clause :
	(I).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
N	**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 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.
O	**<u>NOTE</u> :** 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.
	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.
	Note : The bidders should comply with the above Terms & Conditions. Non-adherence may lead to rejection.

STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT
[FORMAT TO BE FILLED-UP BY THE SUPPLIER]

VENDORS HAVE TO OFFER THEIR TERMS IN THE ALLOTED 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 separetely 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:(Installation is to be done by vendor)**		
	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)**		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
(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.		
4	**Warranty / Guarantee Period:** Equipment shall be guaranteed against workmanship, materials used, design and performance should be for a period of 24 months from the date of Supply of the Equipment. Offers with no Guarantee shall be rejected.		
	Loading Factor for non-acceptance of Guarantee Period: Less than 24 months from Supply will attract loading of AMC charges for difference of quote with warranty / guarantee period. Example : If a Supplier provides 18 months guarantee period, in place of 24 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	**Penalty for Delay in "Supply" :** 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.		
	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.		
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 caluse are liable to be rejected.Offers with less acceptance of PBG than the speciifed 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, perfomance testing, training to opertors 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 entitiled to terminate the contract and to purrchase 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. BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms		
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:		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
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		
12	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:		Non Deviatable
	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.		
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 dispatch for the quoted CIP price.		Non Deviatable
ii	Taxes deducted at source:		Non Deviatable
	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.		
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.	**Not Applicable**	**Not Applicable**
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.

3) Cost of tender paid by the bidders shall not be refunded under any circumstance for whatsoever reasons and even on cancellation/short closure of tender.

4) 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.

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