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

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

ENQUIRY

PURCHASE DEPARTMENT

SHEET……OF …….

SUPPLIER CODE:	ENQUIRY	AMENDMENT	NO. OF ITEMS: 001
	M2A1S03670	DATE: 16.05.2019	No. Date.

DUE DATE OF QUOTATION.

30.05.2019

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	QTY
1	6000003670	10	CG2063614610	**DUST FREE ENCLSOURE** NOTE : **1).TWO PART BID ONLY** **2).TECHINICAL SPECIFICATIONS AND BHEL COMMERICIAL TERMS & CONDITIONS ARE ENCLOSED**	NO	1.00		1.00

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 Sr. 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:**M2A1S03670**

DESCRIPTION: **SUPPLY AND INSTALLATION OF "DUST FREE ENCLSOURE ".**

QUANTITY: 1 **No.**

DELIVERY SCHEDULE FOR SUPPLY FROM THE DATE OF PURCHASE ORDER-

Delivery Period: **4 Weeks**

Grace Delivery Period:**1 Week** (Loading will be done with applicable Loading Factor)

Maximum acceptable Delivery Period: **5 Weeks**

DELIVERY SCHEDULE FOR INSTALLATION: **3 Weeks**

(FROM THE DATE OF READINESS OF SITE (WHICH IS TO BE INTIMATED BY BHEL))

E&C CHARGES AS PERCENTAGE OF TOTAL VALUE **: 6 %**

LAST DATE FOR SALE OF DOCUMENTS :**29.05.2019**

DUE DATE : **30.05.2019**

COST OF TENDER DOCUMENTS: **NA**

EMD (EARNEST MONEY DEPOSIT(REFER INSTRUCTION SHEET CLAUSE NO: 2 FOR DETAILS)) : **Rs.40000.00**

Preliminary Registration For Down Loading The Tender Documents
[To Be Filled-in and E-mailed to Purcbase officer who has tendered In-advance]

To:
Sr. Officer, Purchase (Pur-CMM)
B.H.E.L., R.C. Puram,
Hyderabad - 502 032.

Dear Sir,
We wish to participate in the tender for **SUPPLY AND INSTALLATION OF "DUST FREE ENCLSOURE ".** against Enquiry No.**M2A1S03670.**

Address of Principal / Manufacturer:

_____

_____

_____

Phone: _____

Fax:_____

E-mail: _____

Contact Person: _____

Address of Indian Agent (if any):

_____

_____

_____

Phone: _____

Fax:_____

E-mail: _____

Contact Person: _____

Tender Document Payment Detail:

D.D. No.: _____ Date: _____ Bank Name: _____

NOTE:
In case of down loading of the tender documents the same must be intimated with in due date of submission by forwarding complete filled up format as mentioned above.
BHEL reserves the right to extend the due date of tender opening for want of adequate response and also at the request of the vendor who procured the tender with in the last date for sale of tender documents / down loading. In case of extension and corrigendum the same will be uploaded onto the BHEL Website. No separate intimation / publication will be issued. Supplier need to forward this document after duly authentication.

Signature of Vendor / Supplier

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	**NOTE :** 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.		
02	**Delivery Period:**		
	The Bidder should quote their earliest schedule for Supply against the schedule indicated in the Tender schedule of the NIT. 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 & CEBG Clause:** 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 non-acceptance of CEBG Clause and 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: (supply, and E&C is envisaged in the NIT scope).**		
	80% payment of supply value will be made on 45th day from the date of receipt of material at BHEL (date of goods receipt (GR)). Balance 20% of supply value + 100% ERECTION AND COMMISSIONING portion of P.O. value will be paid after successful commissioning of the equipment and subjected to submission & acceptance of Performance Bank Guarantee of 10% of contract value valid for 30 days beyond the guarantee period.		
(b)	**Terms of payment for Foreign Offer: (supply, and E&C is envisaged in the NIT scope)..**		
(i)	Total supplies are to be from Foreign Source. Where the payments are through L.C (L.C opening charges are to be loaded) payment of supply value shall be 80% on dispatch and 20% on issue of Installation certificate.Payment of Installation value shall be made against Installation certificate issued by BHEL. Installation certificate shall be issued on satisfactory completion of Erection, Commissioning, Job proving, Performance tests, Training to operators etc. as envisageed in PO. The L.C. shall be opened by BHEL as per the following. 1) Within 30 days of receipt of acceptable of P.O.,Drawing and milestones of Manufacturing schedule, an irrevocable unconfirmed L/C will be opened for30% of the payment towards supply, due on shipment i.e. 24% of the supply value of the P.O.(30% of 80%). Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enahnced from 24% to 80% of the supply value of the P.O. The above L/C can be negotiated after the shipment against submission of B/L or AWB, and such other documents, as mentioned in the P.O.or L/C and submission of Pre Dispatch Inspection Report of BHEL. This L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.		
(ii)	When ever there is an Indian Agent to represent a Supplier, it is essential to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of the tender opening. This is payable on satisfactory completion of the contract. **Note: In order to maintain sanctity of the tender system, it is essential that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers, all the offers associated with the Agent will be rejected.**		
(iii)	The second irrevocable & unconfirmed letter of credit for 20% & Installation Charges will be opened 15 days prior to the scheduled and confirmed arraival of the technicans 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. This is subject to the submission of Performance Bank Guarantee for 10% of contract value valid for 30 days beyond the Guarantee / Warranty period of 24 months from the date of commissioning. The bank guarantee is to be attested by Indian Embassy & to be registered in India. PBG confirmation charges shall be borne by vendor.		
4	**CONTRACT EXECUTION BANK GUARANTEE(CEBG)** The successful vendor shall have to furnish a CONTRACT EXECUTION BANK GUARANTEE(CEBG) for 10% (TEN percent) of the Total PO value in the prescribed format within 30 days from the date of PO but before LC opening. CEBG shall be from the one of the consortium banks of BHEL or from a reputed bank and confirmed by any consortium banks of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor. CEBG shall be kept valid until 30 days after the date of Commissioning certificate, which will be isuued on completion of Commissioning of equipment which includes Erection, Commissioning, Job proving, Performance tests, Training to operators etc. as prescribed in PO.Under all circumstances, CEBG shall be kept valid, till the PBG becomes operational. If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel the PO and forfeit EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business Dealings with suppliers.	**NOT APPLICABLE**	**NOT APPLICABLE**
i	CEBG may be given in the form of Cash/Demand Draft, to be deposited in favour of BHEL Ramachandrapuram	**NOT APPLICABLE**	**NOT APPLICABLE**
ii	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.	**NOT APPLICABLE**	**NOT APPLICABLE**
5	**Warranty / Guarantee Period: Equipments shall be guaranteed against workmanship, materials used, design and performance should be for a period of 24 months from the date of commissioning of equipment, unless otherwise stipulated in the specification.**		
	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.		
6	Penalty for Delay in "Supply" & "Installation": For the purpose of penalty for delay in "Installation" of the equipment, the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. Penalty for Delay in "Supply" and / or "Installation" will be applicable for the delays attributable to vendor. Penalty will be considered separately for "Supply" & "Installation". Rate of penalty for delayed supply shall be at the rate 0.5% per week of delay of total PO value (supply + Installation) in supply subject to max. of 10% of total PO value (supply + Installation). The Rate of penalty for delayed Installation shall be at the rate 0.5% per week of delay of total PO value (supply + Installation) in Installation subject to max. of 10% of total PO value (supply + Installation). Max. penalty for delay in "Supply" & "Installation" together shall be limited to 15% of total PO value (supply + Installation). In case PO includes more than one machine, the penalty shall be at the rate 0.5% per week of delay on total PO value (supply + Installation) for the delayed machine. Loading on account of non acceptance of penalty for delayed supply and / or Installation shall be as under: In case any bidder is not accepting the above penalty for delayed supply and / or Installation, the offer the bidder shall be loaded to the extent to which it is not agreed by the bidder.		
	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.		
7	**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.		
	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.		
08	**ERECTION AND COMMISSIONING 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)		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
09	**ERECTION AND COMMISSIONING Charges:** Erection & Commissioning value will include services to be rendered at BHEL like Erection, Commissioning, Job proving, perfomance testing, training to opertors etc. 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 and accordingly supply value will be adjusted from that quoted value and balance will be released as Commissioning payment.		
10	**Essential / Mandatory Spares:** Supplier to specify clearly the charges of Essential / Mandatory Spares in the form of Extra only and required for 2 years trouble operation. (Itemized break-up shall be given). Requirement of technical specification need to be complied with.		
11	**Validity:** Supplier to mention clearly the validity of the offer [Minimum 180 days from tender opening date].		
12	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		
13	**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.		
13.1	Name of the Representative participating in the RA:		
13.2	Address of the Company:		
13.3	Landline No.:		
13.4	Fax No.:		
13.5	Mobile No.:		
13.6	E-Mail Id		
14	DECLARATION:VENDORS SHALL GIVE A DECLARATION THAT PARTICULAR COLUMNS GIVEN IN THE NIT DOCUMENTS HAVE NOT BEEN ALTERED BY THEM		
15	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
16	**PDI inspection :-** PDI Invitation shall be given 10-15 Days before the Purchase order delivery date and PDI shall be completed 3-5 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.

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.

Annexure - A

	Guidelines for Indian Agents of Foreign Suppliesrs
1.0	Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e.Principal) before finalizing the order.
2.0	**Disclosure of particulars of agents/representative in India, if any**
2.1	Tenders of Foreign nationality shall furnish the followign details in their offers:
2.1.1	A. the Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent /representative be a foreign company, it shall be confirmed wether it is existing company and details of the same shall be furnished.
2.1.2	B. The amount of commission/remuneration included in the quoted price(s) for such agents/ representatives in India.
2.1.3	C. Confirmation of the Tender that the commission/ remuneration, if any, payable to his agent/ representatives in India, may be paid by BHEL in Indian Rupees only.
2.2	Tenders of India Nationality shall furnish the following details in their offers:
2.2.1	A. The Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and adderss of the foreign principals, if any, indicatig their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
2.2.2	B. The amount of commission/remuneration included in the price(S) quoted by the Tenderer for himself.
2.2.3	C.Confirmation of the foreign principals of the Tender that the commission/remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or suppliers of stores and spares in case of operation items.
2.3	In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneraion, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
2.4	Failure to furnish corrrect and detailed information as called for in paragraph 1 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of named sum.

Annexure-B

This format is applicable only to Indian Suppliers/Agents supplying indigenous portion of Foreign Purchases.
*** In all other cases, extant guidelines of SEARP,2010 are to be followed.**

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/Systems/Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business 1. Attach **authorization letter** and **agency agreement** from Principal (from whom capital equipmet is procured) 2. Attach copy of declaration from Foreign Principal for total **guarantee/warranty of indigenous supplies**
3.3	Year of establishment
3.4	Year of commencement of business
4.0	**Registation particulars**
4.1	Permanet Account No.
4.2/4.3	Sales Tax /Tin No
4.6	Service Tax No.(in case of E&C)
5.0	**Organisation strength**
6.0	**Other particulars**
6.1	If the company is already registered with other units
6.2	Directors/Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.1	Details of pending legal issues with BHEL
6.1	Bank Account information
9.0	**Financial information**
9.6	Sales/Turnover details of last 3 years (or from the date of incorporation whichever is less)

DO's & DON'T's (INDICATIVE LIST only)

Dos

1.	Dos	Consequence of non compliance
2.	Ensure that tender cost is submitted along with offer	Offer will be summarily rejected without notice.
3.	Sign on the covering letter	Offer will be treated as invalid and rejected
4.	Adopt the format given in the tender document for specification and commercial terms.	It will delay evaluation of tender and leads to a lot of avoidable correspondence
5.	Reference details, wherever sought, are to be given	This is very important for pre-qualification clause of the specification. Please ensure all related enclosures are attached.
6.	Use the format of Technical specification cum Compliance Certificate given in the tender documents only	May lead to wrong capture of document details. It may lead may also lead to rejection of the offer.
7.	Enclose Valid agency agreement copies along with the offer in case the foreign vendor wants to avail their services	Absence of / Invalid agency agreement will violate regulatory guidelines. Hence the offer will not be considered
8.	Submit the tender well with in the tender due date	Request for extension will be given at the sole discretion of BHEL.
9.	Accept Reverse Auction (RA) as it gives the vendor to fine tune their price offers	BHEL reserves the right to reject the offer, if RA is not accepted.
10.	Accept Standard BHEL commercial terms	Non acceptance will result in invocation of loading factors.
11.	All local vendors have to give statutory levies like ED/CST/VAT / Service tax/ Works contract tax clearly.	In the absence of these details vatable credits, which will have a bearing on tender priorities, will not be considered.
12.	Foreign vendors have to clearly understand the statutory levy clause in the commercial terms and conditions and note that Services rendered in India are subjected to service tax and Tax deduction at source clauses.	If the same is not accepted by vendor, it will be included in the landed cost of the vendor.

Dont's

1.	Dont's	Consequence of doing
2.	Please do not give price in techno-commercial offer when the tender is a two part bid	It will undermine bidder's competitive position and also affects transparency.
3.	Don't enter into agency agreements with Indian agents after submission of offer.	Such agreements are invalid as per regulatory guidelines.
4.	While healthy comparative evaluation emphasizing the strengths of your product over other products available in market is acceptable, don't evaluate the technical offers of your competitor in an accusatory tone.	Such correspondence will be perceived as litigatious in nature and can be perceived as hindering the tender evaluation process.
5.	Don't give price of main equipment under optional items head, except when specifically asked in the specification.	Optional items will not be considered for tender priority evaluation.

ANNEXURE -A

Important General Instructions :

1. Please read the instructions CAREFULLY.
2. BHEL **strongly believes** / prefers to **deal directly** with **OEM Vendors**. In the event prospective vendor desires to avail the services of Indian Agent, then the principal should ensure the compliance of regulatory guidelines, which require mandatory submission of

A copy of the agreement between principal and agent. (NOTE: In the absence of this agreement, Indian Agent status can not be accorded and the foreign vendor has to deal directly with BHEL).

Such agreement SHOULD fulfill the following:

a. Agreement should be in place well before the enquiry date.

b. It should clearly stipulate the services that are rendered and commercial consideration between them.

c. It is the responsibility of principal to ensure that your Indian Agent is not representing any other Original Equipment Manufacturer (OEM) in this Tender i.e (Equipment) and to this extent they have to forward an undertaking. This is required because at any stage, if it is found, that your Indian Agent is employee of a banned agency or an employee of banned agent or representing more than one OEM in the same tender then your offer will be disqualified.

d. Indian Agent will be paid in INR.

The above listed requirements are only indicative and any other conditions stipulated by regulatory agency will be sought while finalizing the tender. Only after meeting all the above requirement your Indian Agent will be recognised by BHEL. Or else it is not possible to accept any agent as your representative. And Correspondence will be directly held with you as far as this tender is concerned.

4. BHEL encourages prospective vendors to download the tender documents directly from the web as it is simple and time effective.
5. Please submit your offer well in time without SEEKING time extensions. As this enquiry ~~expansion project in~~ is a part of tight schedule project (with monitoring by the ministry), tender due date extension will be an EXCEPTION & not a norm. Vendor has to give valid justification for their plea for extension and BHEL reserves the right to reject the request without any correspondence on the issue.
6. Tender due date extension / corrigendum, if any, will be published on the web-site of the company only. No separate communications will be sent to any body.
7. For any clarifications on the specifications or tender please email to :-----_____.
8. Please accept BHEL commercial terms. In the event they are not acceptable please note that LOADING factors will be included in your price while finalizing tender priorities.
Important Instructions while preparing the techno commercial offer:
1. Please note that open tender is a two part enquiry and the techno commercial offer will be evaluated first.
2. Please note that Pre Qualification criteria are the most important clause in the specification cum compliance certification. Ensure that all details as sought in the said clause are given along with documentary proof wherever required. NOTE: BHEL will make independent verification with the information given under this clause.
3. Please forward a copy of Business Information Report incorporating the rating by an international credit rating agencies like DUN and Bradstreet or Credit Reform, which is a requirement under clause 11 of BHEL standard Terms and conditions for procurement of Capital Goods.
4. Please ensure that Page numbers are given to your offer and the covering letter is duly signed.
5. Please DO NOT give PRICE DETAILS in the techno commercial offer, as the offer will be liable for rejection.
6. Please ensure that offers to technical & commercial terms are given in the format given by BHEL only. Please do not make any changes in the format, but only give your offers in the "Supplier confirmation" column. **Any remarks are to be given in "Deviations" column only.**
7. If any changes are noticed subsequently to the format itself, the same shall be construed as derailing the tender process, and will be dealt accordingly.

ANNEXURE – III

LIST OF CONSORTIUM BANKS:(OMI-219)

1. State Bank of India
2. ABN Amro Bank N.V.
3. Bank of Baroda
4. Canara Bank
5. Citi Bank N.A.
6. Corporation Bank
7. Deutsche Bank
8. HDFC Bank Ltd.,
9. The Hongkong and Shanghai Banking Corporation Ltd.
10, ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank
13. Standard Chartered Bank
14. State Bank of Travancore
15. State Bank of Hyderabad
16. Syndicate Bank.
17. Allahabad Bank
18. Andhra Bank
19. Bank of India
20. Bank of Maharastra

21. Central Bank of India

22. Dena Bank

23. Indian Bank

24. Indian Overseas Bank

25. Oriental Bank of Commerce

26. Punjab & Sind Bank

27. UCO Bank

28. Union Bank of India

29. United Bank of India

30. Vijaya Bank

31. State Bank of Bikaner & Jaipur

32. State Bank of Indore (merged with SBI)

33. State Bank of Mysore

34. State Bank of Saurastra

(Vendors to furnish this mandate on their Letter Head.)

Annexur Annexure-I

Ref No:

To

Date: Ref No.

Dy. Manager/Finance-CM
Bharat Heavy Electricals Limited
Ramachandrapuram
Hyderabad 502 032

Dear Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below

A. Sup code (As per PO/SCO) / Staffno	:
B. (Name as per PO/SCO)	:
(Retd Employee to indicate address here)	
C. PAN of Beneficiary	:
D. TIN of Beneficiary	:
E. e-mail address of Beneficiary	:
F. City (of Benefifiary)	:
G. Bank Name	:
H. Branch (of Bank)	:
I. A/c Number	:
J. A/c type (Savings or Current)	:
K. MICR Code of the branch (9 digit)	:
L. IFSC for NEFT (11 char)	:
M. IFSC for RTGS (If different from L)	:

Thanking you,

(Signatu Authorised Signatory
Authoris Name
Name Designation
Designation

Certified that the particulars furnished above are correct as per our records

Date

(Signature of authorized official of bank)
Bank Stamp

ANNEXURE VII

FORMAT OF COMPLETION CERTIFICATE

ON VENDORS LETTER HEAD

Ref No:- Dated:

To,
OFFICER,PURCHASE (CG)
BHEL, HYDERABAD

Sub: Completion of Supply of P.O.no:-

Dear Sir,
With reference to the above referred Purchase order, this is to certify that the total
The total supply contains the no. of packages as per the below.

Sl.no	Packing case no:-	Description
1		

Signature & seal of the vendor