



G T C C - dt.05.01.2012.

## **GENERAL TERMS AND CONDITIONS OF TENDER ENQUIRY**

### **ANNEXURE- C**

1. Submit the tender in two parts i.e.

**Part-I Techno-Commercial Bid**

**Part-II Price Bid**

Techno-Commercial (part one) & Price Bid (part two) should be put in separate sealed envelopes. Both envelopes should be super scribed with **Tender Number, Date of Opening & Technical / Commercial Bid and Price Bid** respectively along with name of firm.

Both the envelopes i.e. containing Techno-Commercial Bid and Price Bid should again be kept in one envelope super scribed again with Tender No. and Date of Opening and the name of firm submitting the tender. to **AGM (MM),Purchase Department ,CFFP ,BHEL Hardwar,Ranipur ,Hardwar 249403.Uttarakhand ,India** .It is responsibility of vendors to submit their offer in time. Late offer will not be considered.

Part-I Envelopes super scribed with **Techno-Commercial Bid** must contain all information especially:-

(a) Specification of the material offered should be strictly as per CFFP/BHEL specifications of Enquired material in tender documents. **Deviations if any must be indicated clearly in the offer.**

**Rates to be quoted on FOR destination basis.**

(b) All commercial terms i.e. packing, forwarding, Custom Duty ,Additional Duty ,ST/STT/VAT/CST, Excise duty/CVD , Bank Charges, payment terms & Insurance etc as applicable should be clearly mentioned **except Price** .Also mention present rate of applicable taxes & duties even if inclusive in rates.

(c) Confirm to submit all required commercial documents (tax invoice, cenvatable duplicate copy of invoice, packing list, transit sale agreement etc.)& technical documents (TC/GC/QP etc.)

(d) Registration Numbers of SSI, Central Excise, Sales tax, Income tax, DGS & D, ECC etc.

(e) **Un-priced copy of Price Bid.**

Part-II Envelopes super scribed with **Price Bid** should contain **priced copy of Price Bid**. The price should be mentioned both **in figures and words**.

2. Authorized Signatory should authenticate all tender documents.

3. **Techno-commercial bid (Part-I)** will be opened on the due date at 2.00 PM. In the presence of participating vendors or authorized representatives, who may wish to be present. Representative deputed to witness tender opening must produce an authority letter from the signatory of offer. After evaluation of technical bids & finalization of technical, commercial terms & condition, price bid of only successful vendors will be opened. Priced bid opening date will be intimated separately.

4. The material offered must conform to the required BHEL specifications and drawings as well as instructions and details made available.

5. **Original Test Certificate & other related Documents** from the original Manufacturer's test certificate is to be confirmed in the offer itself which is to be submitted along with dispatch document.

06. CFFP/BHEL Hardwar reserves the right to accept or reject any or all tenders without assigning any reason there of.

07. Tenders not submitted in the prescribed manner are likely to be ignored/ rejected.

08. **Agent /Agency Commission:** Payment of any kind at any stage will not be made to Agent on account of agent commission or otherwise by CFFP BHEL Hardwar.

09. **Inspection:** CFFP BHEL Hardwar inspection after receipt shall be final and binding. BHEL reserve the right to pre-inspect at Vendor's works or BHEL may nominate any testing house for inspection..

10. Dispatching port & Country to be mentioned.

11. Vendor must submit the annual report giving the audited profit or loss account and balance sheet for last three financial years including current year ending.

The vendors who are registered with any unit of BHEL, India, in related category shall give the details also.

12. CFFP may assess the company profile before placement of purchase order as per BHEL practice and / or procedures wherever felt necessary.

## **Terms and conditions regarding Indian agent of foreign suppliers:**

01. BHEL shall deal directly with foreign vendors, wherever required, 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.
02. 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.
03. 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 aboard 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.
04. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
05. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
06. 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.
07. The “Guidelines for Indian Agents of Foreign Suppliers” enclosed at annexure- ‘A’ shall apply in all such cases.
08. The supply and execution of the Purchase Order (including indigenous suppliers/service) shall be in the scope of the OEM/ Foreign principal. The OEM/ Foreign principal should submit their offer inclusive of all indigenous suppliers/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 as per the extant guidelines of Supplier Evaluation, Approval and Review Procedure (SEARP), before opening of price bids. In this regards, details may be checked as per Annexure- ‘B’ (copy enclosed). It will be the responsibility of the OEM/ Foreign Principal to get acquainted with the evaluation requirements of Indian supplier/agent as per SEARP available on [www.bhel.com](http://www.bhel.com).

The responsibility for successful execution of the contract (including indigenous supplies/services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/Foreign principal.

### **Guidelines for Indian Agents of Foreign Suppliers**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 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/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
  - 2.1.1 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 whether it is existing Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
  - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
  - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating 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 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
  - 2.2.3 Confirmation of the foreign principals of the Tenderer 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 supplies 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/ remuneration, 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 correct and detailed information as called for in paragraph 2.0 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 a named sum.

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## 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
	<b>Name &amp; address of the firm</b>
<b>1.0</b>	<b>Products/ Systems / Services being considered for</b>
<b>2.0</b>	<b>General Information</b>
2.2	Name of Chief Executive
2.3	Details of authorized signatory
<b>3.0</b>	<b>Ownership Information</b>
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none"> <li>• Attach <b>authorization letter</b> and <b>agency agreement</b> from Principal ( from whom capital equipment is procured)</li> <li>• Attach copy of declaration from Foreign Principal for <b>total guarantee/ warranty of indigenous supplies</b></li> </ul>
3.3	Year of establishment
3.4	Year of commencement of business
<b>4.0</b>	<b>Registration particulars</b>
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
<b>5.0</b>	<b>Organisational strength</b>
<b>6.0</b>	<b>Other particulars</b>
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
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
<b>9.0</b>	<b>Financial information</b>
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less )

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ANNEXURE-II

WAM-28

### Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division CFFP Hardwar (hereinafter called the Company') having agreed to exempt----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement no / PO no ----- date. ----- made between -----and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees-----only).

1. We, \_\_\_\_\_ (Indicate the name of the Bank) \_\_\_\_\_ (hereinafter referred to as 'the Bank') at the request \_\_\_\_\_ (Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall

continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all the liability under this guarantee thereafter.

5. We, \_\_\_\_\_ (indicate the name of the Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We, \_\_\_\_\_ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_ (indicate the name of the bank)

<b>LIST OF BHEL CONSORTIUM BANK</b>	
<b>1</b>	<b>State Bank of India</b>
<b>2</b>	<b>Canara Bank</b>
<b>3</b>	<b>Bank of Baroda</b>
<b>4</b>	<b>Punjab National Bank</b>
<b>5</b>	<b>State Bank of Hyderabad</b>
<b>6</b>	<b>State Bank of Travancore</b>
<b>7</b>	<b>Corporation bank</b>
<b>8</b>	<b>Syndicate Bank</b>
<b>9</b>	<b>Indian Bank</b>
<b>10</b>	<b>Oriental Bank of Commerce</b>
<b>11</b>	<b>UCO bank</b>
<b>12</b>	<b>Central bank of India</b>
<b>13</b>	<b>IDBI Ltd.</b>
<b>14</b>	<b>HDFC Bank Ltd.</b>
<b>15</b>	<b>ICICI Bank Ltd.</b>
<b>16</b>	<b>Kotak Mahindra Bank ltd</b>
<b>17</b>	<b>The Federal bank Limited</b>
<b>18</b>	<b>Abn-Amro Bank</b>
<b>19</b>	<b>Citi Bank</b>
<b>20</b>	<b>HSBC</b>
<b>21</b>	<b>Deutsche Bank</b>
<b>22</b>	<b>Standard Chartered Bank</b>
<b>23</b>	<b>United bank of India</b>
<b>24</b>	<b>Vijaya Bank</b>
<b>25</b>	<b>Union Bank of India</b>
<b>26</b>	<b>Bank of India</b>
<b>27</b>	<b>Andhra Bank</b>
<b>28</b>	<b>Punjab &amp; Sind Bank</b>
<b>29</b>	<b>Axis Bank</b>

**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING**

Against this enquiry for the subject item /system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors 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.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to CFFP/BHEL” basis which covers all parameters of specification and commercial terms for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. 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.
10. 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 vendor to conduct business with BHEL as per prevailing procedure.
11. 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.



AUTHORISATION LETTER  
FOR E-PAYMENT/ELECTRONIC FUNDS TRANSFER (EFT/RTGS)  
PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY

ANNEXURE-D  
Page 1 of 1

TYPE OF REQUEST (Tick One) ☐ CREATE ☐ CHANGE

BHEL Vendor/ Supplier Code

Company's Name

Address

City

Pincode

State

Contact Person(S)

Telephone NO.

FAX. No.

e-mail id

1. Bank Name

2. Bank Address

3. Bank Telephone No.

4. Bank Account No.

5. Account Type.

6. Bank's Branch Code

7. Bank Swift Code

(aplicable to EFT only)

8. Enclose blank cancelled cheque

DECLARATION

1. I as representative/Owner of the above named company, hereby authorize BHEL CFFP, Ranipur, Haridwar to electronically make payments to the designated bank account. I hereby certify that the particulars given above are true, complete and correct.

(2) If the transsation is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/transfereing Bank responsible.

3. This authority remains in full force untill BHEL, CFFP, Ranipur, Haridwar receives & acknowledge written notification requesting a change or cancellation.

4. I have read the contents of the covering letter and agree to discharge the responsibilty expected of me as a participant under E-payment/EFT/RTGS.

Date:

Authorized Signatory

Designation

Company Seal

Verification By Bank