



An ISO 9001

BHARAT HEAVY ELECTRICALS LIMITED
High Pressure Boiler Plant
Tiruchirappalli – 620014, Tamil Nadu, India

R & D and Coal Research – Purchase Department

NOTICE INVITING TENDER	Phone: +91 431 257 7558 / 257 7512 Fax : +91 431 252 0696 / 252 0193 Email : mnthambi@bheltry.co.in Web : www.bhel.com
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Dear Sir/Madam

Sub : SUPPLY OF FLY ASH PNEUMATIC CONVEYING SYSTEM

Reference Number: 2801200001	Date: 12/01/2012	Due date for submission of quotation : 14/02/2012 by 14.00 Hours
Full details are available in the BHEL site : http://www.bhel.com (Tender Notification page) and in Government tenders website http://tenders.gov.in (Public Sector units, Bharat Heavy Electricals Limited Page). Interested parties may contact the person-in-charge indicating reference numbers given below:		

Sealed offers in two part bid system are invited from reputed & experienced bidders for the supply of *Fly Ash Pneumatic Conveying System* on behalf of *Bharat Heavy Electricals Limited* as per the tender document and commercial terms & conditions attached.

(M.NALLATHAMBI)
Manager/ R&D and Coal Research

Note: The offer should reach this office on or before the due date & we are not responsible for any postal delay. Late tender will not be considered.



ENQUIRY
(INDIGENOUS)

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - FOSSIL BOILERS
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

PHONE :2577152
GRAMS : BHARATELEC
FAX NO: 2520193
E-mail: ssraj@bheltry.co.in
Web:

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429-002/A

Enquiry No	Enquiry Date	Due Date for Quotation
2801200001 - CCDP	12.01.2012	14.02.2012
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order		

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	Fly Ash Pneumatic Conveying System (as per DETAILED SPECIFICATION IS ENCLOSED) Fly Ash Pnematic system	NO	2.000	2.00	30.06.12

General Note:

NOTE :


- 1) OFFER WILL BE SUBMITTED IN TWO PART BID ONLY (TECHNICAL BID AND COMMERCIAL BID);
- 2) IF REGRETTED MAKE MENTION ON THE TOP OF THE COVER AS "REGRETTED";
- 3) LD CLAUSE HAS TO BE CONFIRMED WITHOUT FAIL. OTHERWISE WE WOULD ASSUME THAT YOU HAVE ACCEPTED OUR LD CLAUSE;
- 4) THE PREFERRED PAYMENT TERM IS "100% PAYMENT AGAINST RECEIPT AND ACCEPTANCE OF THE MATERIAL";
- 5) ADVANCE OR PROFORMA INVOICE PAYMENT IS NOT ACCEPTED;
- 6) OFFER SUBMITTED IN TWO SEPARATE COVERS (TOP OF THE EACH COVER "TECHNICAL BID" AND "PRICE BID");
- 7) TRANSPORT AND DELIVERY AT BHEL SHALL BE VENDOR'S SCOPE;
- 8) TENDER DETAILS ALSO HOSTED IN BHEL WEB: ' www.bhel.com '.

Enclosures:

"LD clause has to be confirmed without fail."
"Payment to vendors will be made only thro E-Payment mode"

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**


MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,

BHEL, Trichy-14
CCDP

Technical Specification: FLY ASH PNEUMATIC CONVEYING SYSTEM

System Description

Fly ash pump vessel is mounted below the fly ash hopper vessel. As soon as the fly ash level in the hopper vessel reaches the pre-set value, the pump operation cycle has to be initiated. Vent valve and inlet valve are opened to fill the pump vessel with ash. The inlet valve will then be closed and sealed. The pump vessel is pressurised with air and the ash will be conveyed to the silo. The cycle starts again after the pump vessel becomes empty. Complete operation shall be automatic and controlled by a PLC based control panel, provision for manual operation should also be provided.

Technical Specification

Total Number of fly ash pumps	:	2 (the following specification is for one pump)
Material handled	:	Fly Ash
Bulk density	:	650 Kg/m ³ - 850 Kg/m ³
Particle size	:	less than 1mm
Average particle size	:	0.05 to 0.12 mm
Temperature	:	Max 200 ⁰ C (operating temp 150 ⁰ C)
Rated Capacity of each pump	:	4 TPH
No of cycles per hour	:	16 – 20
Air to material ratio (Dense Phase)	:	1:30
Vessel capacity of each pump	:	To handle minimum of 200 Kg/cycle
Horizontal distance from pump to silo	:	75 m approx
Vertical distance between pump to silo	:	15 m approx
Number of bends for design consideration	:	6 bends
Number of 90 ⁰ cast basalt bends to be supplied for each pump	:	12 nos
Outlet line size	:	Supplier to specify
Pump operating pressure	:	Supplier to specify
Each cycle operating time	:	Supplier to specify
Air consumption	:	Supplier to specify
Velocity of air in the convey line	:	Supplier to specify
Level sensor	:	Vibrating rod type level probes
No of level sensors for each pump	:	2
Available compressor air pressure	:	6 Kg/cm ² ± 0.5 Kg/cm ²
Available instrument air pressure	:	6 Kg/cm ² ± 0.5 Kg/cm ²

Supplier to fill the technical specification sheet attached with this

Scope of supply:

- Fly ash Inlet valve & Outlet valve to pump vessel
- A separate manual isolation valve over the inlet valve should be provided for maintenance purpose.
- The fly ash pump vessel
- In built pressurising and conveying valve for discharge
- Vent valve
- All valves excluding manual isolation valves should be pneumatically operated
- Vessel Inter connecting piping with fasteners
- PLC control panel with indication bulbs regarding valve status and associated pneumatic looping & instrumentation wiring (Schneider preferred / Siemens)
- Control Panel power supply is 230 V AC, 50 Hz
- Communication cable with licensed software for ladder logic modification / Running in Windows 2000 / Windows XP
- 12 numbers of 90⁰ Cast basalt bends for the conveying line for each pump. (size to be specified)
- The following pneumatic valves with pneumatic actuator & limit switches to be supplied as spares along with each pump
 - Inlet Valve - 1 No
 - Outlet Valve - 1 No
 - Vent valve - 1 No
 - Air inlet Valve - 1 No
 - Pressure reducing valve - 1 No
 - Spare of 10 m length pneumatic tube to be provided
- Pump to PLC panel pneumatic tubing / cabling in supplier scope
- Spare required for two years of operation other than the valves listed above should be quoted separately.
- Supervision during commissioning and erection of the system

BHEL Scope:

- Conveying line to suit the bend size to be specified by the supplier, from pump to Silo in BHEL Scope (12 numbers of 90⁰ cast basalt bend for each pump to be in the supplier's scope)
- Silo, Bin vent filter with fan in BHEL scope
- Compressor, air receiver under BHEL scope
- Power supply Cabling under BHEL scope.
- BHEL will provide service air piping for pressurisation and conveying line.
- The air required for pressurising & conveying at the said pressure and flow will be made available.

Technical Specification – Supplier to fill all Rows

S No	Technical specification & BHEL requirement	Supplier:		
		Offer No:		Date:
		Supplier Offer	Deviation, if any	Remarks
1	Material handled: Fly Ash			
2	Bulk density: 650 Kg/ m ³ – 850 Kg/ m ³			
3	Particle size: less than 1mm			
4	Average particle size: 0.05 to 0.12 mm			
5	Temperature: Max 200o C (operating temp 150oC)			
6	Rated Capacity of each pump: 4 TPH			
7	No of cycles per hour: 16-20			
8	Air to material ratio (Dense Phase): 1:30			
9	Vessel capacity of each pump: To handle minimum of 200 Kg/cycle			
10	Distance between pump and silo: Horizontal distance: 75 m approx Vertical distance: 15 m approx No of bends: 6 for design consideration 12 Nos of Cast basalt bend to be supplied with each pump.			
11	Outlet line size: Supplier to specify			
12	Pump operating pressure: Supplier to specify			
13	Each cycle operating time: Supplier to specify			
14	Air consumption per cycle : Supplier to specify			

15	Velocity of air in the convey line: Supplier to specify			
16	Level sensor: Vibrating rod type level probes			
17	No of level sensors for each pump: 2			
18	Available compressor air pressure: $6 \text{ Kg/cm}^2 \pm 0.5 \text{ Kg/cm}^2$ (abs)			
19	Available instrument air pressure: $6 \text{ Kg/cm}^2 \pm 0.5 \text{ Kg/cm}^2$ (abs)			
20	Spares for 2 years of operation to be quoted separately			
21	PLC control panel and associated pneumatic looping & instrumentation wiring (Schneider preferred / Siemens)			
22	Control panel power supply to be 230 V AC, 50 Hz			
23	Supervision during erection and commissioning of the system			
24	Manual isolation valve before inlet valve			
25	Provision for manual operation from field to be provided			
26	Indication bulb regarding valve status to be provided			

INSTRUCTIONS TO VENDOR

1. Offer to include relevant technical details and write up explaining the design features including materials and construction details, operation philosophies and safety features.
2. Scope, exclusion and items with terminal points to be included in the offer.
3. BHEL reserves the option of visiting Vendor's works or Installation during technical bid evaluation as a part of ensuring qualifying criteria, if required.
4. Vendor to submit drawings and quality plan to BHEL, within a month after Purchase Order, for approval. General arrangement drawing of fly ash pump with accessories to be submitted for approval. Manufacturing of the system shall start only after obtaining the drawing approval and quality plan approval from CCDP / BHEL.
5. The following are also to be provided at appropriate time:-
 - a) Test certificates (TCS) for the material of construction
 - b) Test certificates for pressure hydro test of the pump
 - c) Relevant catalogues
 - d) Relevant standard Nos for Design, manufacturing and testing
 - e) O&M instruction manual containing assembly / disassembly procedure, operational method, trouble shooting methods etc.,
 - f) Spare parts list
 - g) Dimensional & Cross sectional drawing of the pump
6. BHEL Engineers or representatives may inspect the system at Vendor's Works prior to dispatch.
7. Vendor should have supplied Fly ash pump for similar application and to submit the vendor list with the following details:
 - a. Name and postal address of the customer or company
 - b. Name and designation of the contact person of the customer
 - c. Phone Fax no and email address of the contact person of the customer
 - d. Month and year of commissioning of the system and no.of hours of operation.
 - e. Application for which the system is supplied.
 - f. Performance certificate from the customers regarding satisfactory performance of the system supplied to them.

- g. BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.
- 8. Incomplete offers or offers not meeting the above requirement will not be considered for evaluation.
- 9. The Bidder/Vendor shall submit the offer in TWO PARTS
 - a. Technical offer (with Part A & Part B)
 - b. Commercial and price bid
- 10. The commercial offer (given with the technical offer) shall contain the scope of supply and the un-priced part of the price-bid, for confirmation.

General:

- 1. Compliance to design codes and certification.
- 2. Necessary spares for trouble free operation of equipment for 2 years to be specified and quoted separately by supplier.
- 3. The fly ash pump with its accessories should be guaranteed for trouble free operation for a period of 12 months from the date of commissioning
- 4. Packing and forwarding: Seaworthy standard packing without mechanical damage during transportation, shipment and storage.
- 5. The Supplier to suggest the method of maintenance after 12 months guarantee period for trouble free operation.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 1.1. The '**Purchaser**' or '**BHEL**' shall mean Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its Tiruchirappalli Unit , BHEL House, Siri Fort, New Delhi-110 049, which expression shall include its successors and assigns. Tenders are to be submitted to M/s BHEL Tiruchirappalli.
- 1.2. The '**Tenderer**' shall mean the Firm/Company/Organisation, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as '**Bidder**'.
- 1.3. The '**Supplier**' shall mean the firm/company/organisation with whom the Order/Contract is made and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as '**Contractor**' or '**Vendor**'.
- 1.4. The '**Sub-contractor**' shall mean the person/firm/company/ organisation to whom any part of the work has been sub-contracted by the Supplier, with the written consent of the Purchaser and shall include his heirs, executors, administrators, representatives and assigns.
- 1.5. The '**Engineer**', for the purpose of this Contract shall mean an engineer, person or company duly appointed as such from time to time or such other officials as may be duly authorised and appointed and notified in writing by purchaser to act as engineer. In cases where no such Engineer has been so appointed, the word 'Engineer' shall mean the Purchaser or his duly authorised representative.
- 1.6. The '**Equipment**' shall mean and include plant and stores and materials to be provided by the Supplier under the Contract.
- 1.7. The '**Specification**' shall mean the specifications contained in the Tender Documents and any subsequent modifications thereof and the drawings, schedules etc. attached thereto, if any.
- 1.8. The '**Offer**' shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, drawings etc submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as '**Bid**'.
- 1.9. '**Acceptance of offer**' shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.
- 1.10. The '**Contract**' shall mean and include the general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, Offer, covering letters, schedule of prices and quantities, letter of intent/award of the Purchaser, Offer of the Tenderer, any special conditions applicable to the particular Order and subsequent amendments mutually agreed upon. It may also be referred as '**Order**' or '**Purchase order**'.
- 1.11. The '**Contract Price**' shall mean the total price to be paid by the Purchaser to the Vendor for the supply & services to be provided by the Vendor to the Purchaser as per Contract. It may also be referred as '**Order Value**'.
- 1.12. The '**Site**' shall mean the site of the proposed work at CCDP Plant BHEL at Tiruchirappalli.
- 1.13. The '**Inspector**' shall mean the Purchaser for the time being or such other person as may be duly authorised and appointed in writing by Purchaser to act as Inspector for the purpose of Contract.
- 1.14. '**Approved**' shall mean the approval of the Engineer or of the inspector as the case may be in writing.

- 1.15. **'Test on completion'** shall mean such tests as are prescribed by the specifications and/or tests mutually agreed upon by the Purchaser and the Supplier, to be performed by the Supplier after Installation of the equipment to establish satisfactory operation as required by the specifications.
- 1.16. **'Commissioning'** shall mean the first operation of the equipment after all initial adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and equipment is made ready for commercial use.
- 1.17. **'Performance Tests'** shall mean the tests to be conducted on the equipment at site for checking the performance parameters of the equipment as defined in Technical Specification.
- 1.18. **'Commercial use'** shall mean that use of the equipment, which the Contract contemplates or of which it is to be commercially capable.
- 1.19. **'Acceptance of Equipment'** shall have the meaning as specified elsewhere in this document.
- 1.20. **'Consignee'** shall mean the official(s)/person(s) to whom the Equipment is required to be delivered in the manner indicated in the Purchase Order.
- 1.21. **'Contract Engineer'** shall mean the official who has signed the Order/Contract on behalf of the Purchaser.
- 1.22. **'Site Engineer'** shall mean officer of the Purchaser as may be duly appointed and authorised in writing by the purchaser to act as the Site Engineer on his behalf.
- 1.23. **'Months'** shall mean calendar months.
- 1.24. **'Days'** shall mean calendar days.
- 1.25. **'Writing'** shall include any manuscript, typewritten or printed statement under or over signature, seal as the case may be.

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies corporate, limited liability companies, partnership and other legal entities.

2. SUBMISSION OF TENDER

2.1. General

- 2.1.1. The tender shall be addressed to Addl. General Manager, (MM), R&D and Coal Research, CRC Building WRI Complex, BHEL, Tiruchirappalli 620014 (Tamilnadu) and shall be submitted with one original and one duplicate copy.
- 2.1.2. Sealed Tenders may be submitted personally, by Courier or by registered post with due allowance for any transit/postal delay. The tenders received after due date and time of opening are liable to be rejected. Telegraphic offers and offers received by fax/email may not be considered unless confirmed in writing by a detailed offer.
- 2.1.3. The Tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the Tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before submission of the tender. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the Tenderer in his Offer.
- 2.1.4. Tenderer must fill the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the offer must be signed, stamped and submitted by the Tenderer. The information furnished shall be complete by itself.
- 2.1.5. The tender shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.

- 2.1.6. All entries in the tender shall either be typed or be written in blue ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. The Tenderer shall duly attest all cancellations and insertions. Signatures shall be in blue ink.
- 2.1.7. DUNS number (allotted by M/s Dun & Bradstreet) shall be mentioned in the offer in case of foreign suppliers.
- 2.1.8. The Offer shall be signed by a person who has requisite authority from the Tenderer to do so.
- 2.1.9. Standard pre-printed conditions of the Tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 2.1.10. No request for extension of due date will be entertained.

2.2. Two Part Bids

- 2.2.1. Bidders shall submit the offer in three inner envelopes (covers) and one outer envelop (cover) as indicated below.
- 2.2.2. **Envelope I:** This sealed envelope should contain all the copies of technical & commercial bid together with **Un-Priced**. This envelope should be clearly marked "**Part I - Technical and commercial bid**", indicating Tender No., Due Date and Address & Reference of the Bidder.
- 2.2.3. **Envelope II:** This sealed envelope should contain only **price formats with prices as per the specification**. This envelope should be clearly marked "**Part II - Price bid**", indicating Tender No., Due Date and Address & Reference of the Bidder.
- 2.2.4. **Envelope III:** This sealed envelop should contain Demand Draft in favour of BHEL Tiruchirappalli for cost of Tender (if any) if not submitted earlier. This envelope should be clearly marked "**Envelop III**", indicating Tender No., Due Date and Address & Reference of the Bidder.
- 2.2.5. All the envelopes shall be put in one envelop, duly sealed, super scribed as Part I and Part II of Enquiry No., due date of opening, name & address of the officer inviting Tender and the address and reference of the Bidder.

2.3. Part I – Technical and Commercial Bid

2.3.1. Technical

This part shall include / indicate the following:

- 2.3.1.1. Complete scope of supply with all technical details and other terms and conditions.
- 2.3.1.2. Point by point confirmation for the Technical Specification in the specified format. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specification will be rejected.
- 2.3.1.3. List of customers to whom same or similar equipment have been supplied along with performance certificates.
- 2.3.1.4. Relevant catalogues.
- 2.3.1.5. List of spare parts (with part numbers) for two years operation and maintenance.
- 2.3.1.6. You should also furnish details of shipping specification, sizes, volume, Gross weight, number of cases or no. of container (40' or 20') required for shipping the material etc. When articles are packed with packaging material of plant origin, phytosanitary certificate will be required (Applicable for foreign suppliers only).

2.3.2. Commercial

This part shall include / indicate the following:

- 2.3.2.1. Port of shipment / Station of dispatch
- 2.3.2.2. Terms of payment
- 2.3.2.3. Taxes & duties applicable.
- 2.3.2.4. Delivery Schedule
- 2.3.2.5. Offer validity
- 2.3.2.6. Country of origin
- 2.3.2.7. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without price particulars. Instead of the price, the Tenderer shall write 'quoted' against the item for which price have been quoted in the Price Bid.

2.4. Part II (PRICE- BID)

This part should contain the schedule of price particulars co-related to the technical details provided in Part I.

3. OPENING OF TENDERS

- 3.1. The offer should reach our office on or before 13.00 hrs on the due date. The tender can also be dropped in the Tender Box kept at Coal Research Centre Building (Near WRI Complex). The tenders will be opened after 14.30 hrs on the due date in presence of all bidders who will be present.
- 3.2. Authorised officer of BHEL at his office shall open tenders at the time and date as specified in the tender notice in the presence of such of those Tenderers or their authorised representative who may be present. However, The Purchaser reserves the right to open the tenders in-camera.
- 3.3. The Part I - Technical & commercial bid alone would be opened on the Tender opening date.
- 3.4. The Part II - Price bid of only those Bidders who have been found to be techno-commercially suitable would be opened at a later date. These Bidders would be informed about the tender opening date.
- 3.5. Clarifications, if any, required by BHEL for technical and commercial evaluation may be sought from Bidders before opening of Part II - price bid.
- 3.6. In case it becomes necessary for the Tenderer to make any changes in his original price bid (Part-II) on account of technical/commercial confirmations/clarifications, against the changes advised by the purchaser to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted in the form of a revised price bid, if asked for by the Purchaser.
- 3.7. If a revised price bid has been submitted, normally only the final revised price bid shall be opened. However, BHEL reserves the right to open the earlier price bids, if required.
- 3.8. Unsolicited price bids shall not be entertained.
- 3.9. Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in rejection of the tender.

4. QUALIFICATION OF TENDERERS

- 4.1. Details of Qualification Requirements are given in Technical Specifications if any.
- 4.2. Only Tenderer who has previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work. Offer from Tenderer who does not have proven and established experience in the field is not likely to be considered.

5. VALIDITY OF OFFER

- 5.1. The offer shall be open for acceptance from the date of opening of tender *Part - I* for three months period. In case the Purchaser calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the Tenderer.

6. REJECTION OF TENDER AND OTHER CONDITIONS

- 6.1. The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the Tenders without assigning any reason whatsoever.
- 6.2. Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 6.3. If the Tenderer deliberately gives wrong information in his tender, Purchaser reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the Security Deposit.
- 6.4. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Tenderer who resorts to canvassing are liable to be rejected.

7. EVALUATION OF OFFERS

- 7.1. Evaluation of offers shall be on the basis of delivered cost at BHEL Tiruchirappalli i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages.
- 7.2. Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same shall be loaded for comparison, while evaluating the offer.
- 7.3. The Purchaser reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy of the Govt. of India.

8. LETTER OF INTENT

- 8.1. The Purchaser shall issue a Letter of Intent for award of work to the successful Tenderer as soon as his Bid has been accepted giving brief details of the equipment and other terms & conditions.
- 8.2. Detailed Purchase Order will be issued by the Purchaser after issue of the Letter of Intent but after receipt of Security deposit (SD) cum Performance Bank Guarantee (PBG) mentioned at SI No.18.

9. EFFECTIVE DATE OF CONTRACT

- 9.1. The responsibility of successful Tenderer under this Contract commences from the date of issue of the Letter of Intent by the Purchaser.
- 9.2. The Effective Date of Contract shall be the date of issue of the Letter of Intent.

10. PRICES

- 10.1. The prices shall be firm and shall be quoted as per the enclosed specification.
- 10.2. The price for foreign supplies shall be inclusive of all taxes and duties up to FOB port of shipment. The price for Indian supplies shall be inclusive of all taxes and duties (including excise duty and sales tax/ VAT) up to FOR Site including transit insurance.
- 10.3. The excise duty and sales tax/ VAT for Indian supplies will be paid at the rate applicable on the day of dispatch. However, if the Equipment is delayed and amount of excise duty and/ or sales tax/ VAT on the day of dispatch is higher than the amount applicable on the scheduled delivery date, the amount applicable on the scheduled delivery date will be payable.

10.4. The price for installation and commissioning shall be inclusive of all taxes and duties except Service Tax. Installation and commissioning charges should be quoted on Lump sum basis. No such variables should be used due to which offer value can't be determined. Service tax on installation and commissioning, if applicable, will be payable extra.

10.5. Any other taxes and duties payable as extra to the quoted price shall be specifically stated in the Offer. The Purchaser will not be liable for payment of taxes and duties not specifically mentioned in the Offer.

10.6. No free conveyance or accommodation to erection staff for site job will be provided by BHEL.

10.7. Fixed price

10.7.1. Prices quoted by the bidder shall be fixed and not subject to any variation whatsoever during the period of Bid validity and execution of the Purchase Order. A Bid submitted with an adjustable price will be treated as non - responsive and rejected.

10.7.2. Prices shall be written in words and figures. The discrepancy in quoted price, if any, shall be corrected as follows:

- If there is a discrepancy between words and figures, the amount given in words shall prevail.
- If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price and quantity, the unit price shall prevail.
- If there is a discrepancy between the sub-total price and total price which is obtained by adding the various sub-total prices, the sub-total price shall prevail.
- The Order will be issued on the corrected price or the quoted prices for the complete scope of work (whichever is lower).

10.8. Bid currency

10.8.1. Indian bidders should quote the prices only in Indian Rupees.

10.8.2. Foreign bidders may quote the prices in their home currency, US Dollars or Euros (any one) and Indian Rupees.

10.9. Taxes and Duties

10.9.1. All Taxes and Duties payable as extra to the quoted price should be specifically stated in offer. Purchaser will not be liable for payment of Taxes and Duties not specifically mentioned in the offer.

11. DELIVERY

11.1. Bidders are required to quote their best delivery period.

11.2. Foreign Bidders should submit their offer on FOB Nearest Sea Port & FCA Nearest Air Port basis as per Incoterm 2000 for foreign supplies and on FOR dispatching station basis for indigenous supplies.

11.3. Indian Bidders should submit their offer on FOR dispatching station basis including packing, forwarding , freight & transit insurance.

11.4. Delivery shall be counted from the date of Letter of Intent.

11.5. Date of dispatch for Indian supplies (date of RR/ GR etc) and date of shipment (date of Bill of Lading, Air Way Bill etc) for foreign supplies shall be treated as date of delivery.

11.6. The title of goods shall pass on to the Purchaser on FOB Nearest Sea Port / FCA Nearest Air Port for foreign goods and on FOR dispatching station dispatch for domestic goods.

12. COMPLETENESS OF THE EQUIPMENT

12.1. The Equipment shall be complete in every respect with all mountings and testing and fixtures and standard accessories, which are normally supplied. The Supplier shall not be eligible for extra payment in respect of such mountings, fittings, fixtures and accessories which are needed for efficient and safe operation of the Equipment.

12.2. All similar components or parts of similar equipment supplied by the Seller shall be interchangeable with one another.

13. TOOLS, CONSUMABLES AND SPARE PARTS

- 13.1. The Tenderer shall provide installation, commissioning and maintenance tools and tackles at no additional cost, unless otherwise stated in the Tender Documents.
- 13.2. The Tenderer shall provide commissioning spares and consumables at no extra cost to the Purchaser.
- 13.3. Mandatory/ recommended spares for two years operation shall be quoted item wise.

14. TERMS OF PAYMENT:

Material Supply:

80% of material value (basic cost +Taxes & duties) will be paid after 60 days of acceptance of the equipment at BHEL Tiruchirappalli works and balance 20% after successful commissioning or 60 days after acceptance of the equipment at BHEL Tiruchirappalli whichever is later against submission of Performance Bank Guarantee of 10% basic order value valid for 12 months from commissioning with a further claim period of 3 months.

Erection & commissioning supervision charges:

These charges will be paid only after successful commissioning.

- 14.1.1. Erection & commissioning supervision charges charges will be released after deduction of Income Tax as per the Govt. of India rules in force and after deduction of Works Contract Tax as per Govt of TN rules, if applicable. The Tax Deduction at Source (TDS) certificate will be issued by BHEL. Applicable service tax on Installation & Commissioning charges, if any, will be payable extra.
- 14.1.2. In case of Letter of credit (LC) payment (for foreign suppliers), only unconfirmed irrevocable Sight LC will be opened. Bank charges for opening of Letter of Credit by Purchaser's bank in India shall be borne by the Purchaser. All other bank charges shall be to vendor's account.
- 14.1.3. For Indian Suppliers, no LC payment will be done.

15. TAXES AND DUTIES ON INSTALLATION & COMMISSIONING:

15.1. Service Tax

- 15.1.1. The Service Tax on installation & commissioning services as applicable for this Contract will be paid by Purchaser separately. Therefore, contractor's price/ rates shall be exclusive of service tax on output services.
- 15.1.2. The Indian Contractor shall submit to Purchaser documentary evidence of service tax registration and remittance records of such tax immediately after depositing the tax with the concerned authorities. Contractor shall obtain prior written consent from Purchaser before billing the amount towards such taxes.
- 15.1.3. In case the Purchaser is asked to deduct any such tax and deposit the same with the appropriate authorities, the proof of such payment shall be provided to the Contractor. However, any penalty etc for any default by the Contractor imposed by the authorities shall be the sole responsibility of the Contractor.

15.2. Works Contract Tax

- 15.2.1. Although it is expected that the works contract tax will not be applicable as per laws in force in UP state, the Contractor shall make himself fully aware of the taxation requirements and take appropriate steps for complying with the regulations such as registering with the sales tax authorities of the state and paying the required tax, if applicable. Deduction of tax at source shall be made by the Purchaser, if required by law.
- 15.2.2. Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this Contract and their return after execution of the work to the satisfaction of the Purchaser.

15.3. Income Tax

- 15.3.1. Income Tax at the prevailing rate on gross value of work done and applicable surcharge/ cess shall be deducted from the bills as per relevant rules unless exempted by the Income Tax Authorities.

16. NEW TAXES/ LEVIES

- 16.1. In case the Indian Government (Central/ State) imposes any new tax/ levy on the output services/ goods / work after the award of work, the same shall be reimbursed by BHEL at actuals. All necessary documents as required by BHEL shall have to be provided by the Contractor. However, in the event of delay in work execution attributable to the Contractor, the new taxes/ levies imposed during the delay period shall not be reimbursed to the Contractor.
- 16.2. In case any tax/levy/duty etc becomes applicable after the date of Bidder's offer, the Bidder/ Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the Price Bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
- 16.3. No reimbursement on account of increase/ decrease in the rate of taxes, levies, duties etc on input (goods/ services/ work) shall be made. Bidder has to make his own assessment of the impact of future variation if any, in rates/ duties/ levies etc in his price bid.

16.4. Tax Deduction at Source

- 16.4.1. Installation and commissioning charges will be released after deduction of Income Tax as per the Govt. of India rules in force. The Tax Deduction at Source (TDS) certificate will be issued by BHEL. Service Tax on E&C charges will be payable extra, if applicable. The liability of depositing the same to the Govt. will be of the Supplier.

16.5. MODVAT credit (for Indian Bidders only)

- 16.5.1. The price bid must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charged to us. If the Vendor is availing MODVAT credit for his input materials, the effect of proforma credit should be passed on to the Purchaser.

16.6. Bank Charges

- 16.6.1. All bank charges for negotiation of documents through bank shall be to the account of the Seller.
- 16.6.2. No interest, whatsoever, shall be payable by Purchaser on the security deposit, any bank guarantee submitted or any amount due to the Seller by the Purchaser.

17. INVOICES AND PAYMENT DOCUMENTATION

- 17.1. Invoices shall be issued by the Supplier in the name of the Purchaser.
- 17.2. The invoices shall contain the following information:
- i) Item Description
 - ii) Item no & quantity as per Purchase Order.
 - iii) Gross amount payable and net amount payable.
- 17.3. The following documents shall be presented by the Supplier to the Purchaser for drawing payment:
- i) Signed Commercial invoice in quadruplicate.
 - ii) Clean on board Bill of Lading/ Airway Bill (for foreign Suppliers)/ LR (or equivalent document for Indian Suppliers)
 - iii) Packing list indicating dimensions of each case / bundle / piece shipped, with weight and number of items it contains.
 - iv) Manufacturer's Inspection / Test certificate
 - v) Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce (for foreign Suppliers).
 - vi) Manufacturer's Guarantee / Warrantee certificate as per Purchase Order.

- vii) 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.
- viii) Certificate from shipping company or its agent that the vessel is seaworthy and approved by Lloyds / Classification Societies / General Insurance Corporation of India (for foreign Suppliers).

- 17.4. For foreign supplies, all documents shall show Purchase Order No and date, Import License No and date (if any) and Letter of Credit No and date. Loading on deck and trans-shipment will not be allowed.
- 17.5. The complete equipment shall be despatched in one lot. If, for any reason, a Vendor wants to despatch the equipment in more than one lot, it shall be only after written approval of the Purchaser. For this purpose, the Vendor shall submit to Purchaser a detailed list of items proposed to be despatched in various lots with price break-up for approval of the Purchaser.
- 17.6. Detailed procedure for preparation and submission of payment documentation will be provided by the Purchaser at a later stage.

18. EQUIPMENT GUARANTEE

The Equipment shall be guaranteed by the Vendor for a period of 12 (twelve) months from the date of acceptance of the Equipment by the Purchaser or 18 months from the date of despatch. This requirement is mandatory, if it is not accepted, the offer may be bypassed without any further intimation.

19. PENALTY FOR DELAY

- 19.1. The delivery of Equipment shall be made within the time prescribed. Failure to dispatch the Equipment in time as per the delivery specified above would make the Vendor liable to an un-conditional penalty at the rate of one half percent (1/2%) of the Basic Order value for delay of each week (or part thereof) subject to a maximum of fifteen percent (15%) of the Order Value.
- 19.2. The installation & commissioning of the Equipment shall be completed within the time prescribed. Failure to complete the work as per the time specified above would make the Vendor liable to an un-conditional penalty at the rate of one half percent (1/2%) of the Order value for delay of each week (or part thereof) subject to a maximum of fifteen percent (15%) of the Order Value.
- 19.3. However, if the supply of Equipment is delayed and the work of installation & commissioning of the machine is completed ahead of schedule, the penalty for delay will be reduced to the extent of the time saved during installation & commissioning.

20. RISK PURCHASE

- 20.1. If the Vendor is found to be not in a position to execute the Order in time, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase and/or complete the work from elsewhere at the risk and cost of the Vendor either the whole of the goods or any part which the supplier has failed to deliver/ despatch or complete the work within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore.

21. PURCHASER'S RIGHT OF REJECTION

- 21.1. Notwithstanding any approval which Purchaser or the Engineer may have given in respect of the Equipment or any materials or other particulars or the work or workmanship involved in the performance of the Contract (whether with or without any test carried out by Seller or the Inspection Agency or under the direction of the Contract Engineer), and notwithstanding delivery of the Equipment where so provided to the Purchaser, the Purchaser shall be entitled to reject the Equipment or any part, portion or consignment thereof, if such Equipment or part, portion of consignments thereof is not in all respects in conformity with the terms and conditions of the Contract whether on account of any loss, storage, deterioration or damage before dispatch or delivery or during transit or otherwise, whatsoever.
- 21.2. Rejected goods or materials shall be removed by the Seller from the Site. The expenses to be incurred in respect thereof shall entirely be borne by the Seller.

22. INSURANCE

- 22.1. Transit insurance for all supplies shall be arranged by the Purchaser. However Vendor shall inform the Purchaser well in advance the despatch details before despatch of Equipment to enable Purchaser to arrange the insurance.
- 22.2. Purchaser shall also arrange for insurance of the Equipment and materials covering the risk during storage, installation and commissioning at Site.

SHORT SHIPMENT / GUARANTEE REPLACEMENT

- 22.3. Any shortages or damages during transit, transportation or handling at site, including at the time of installation and commissioning, shall be made good by the Seller/Contractor at his risk and costs, to meet the project schedule. In case of faults/discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/ replenished free of cost to enable the equipment to be put in service. Shortages in sound cases shall also be replenished free of cost.
- 22.4. In case of foreign supplies, customs duty (including any other duties and surcharges) levied in India on such supplies shall be borne by the Vendor. All such supplies shall be on FOR, BHEL Works basis and all taxes and duties shall be borne by the Vendor.
- 22.5. Any replacements during the guarantee period shall be on FOR, BHEL Works basis and all taxes and duties (including customs duty) shall be borne by the Vendor.

23. INSPECTION AND TESTING

- 23.1. The Engineer/Inspector shall have at all reasonable time, access to the Supplier's premises or Works and shall have the power at all reasonable times to inspect drawings or any portion of the equipment / plant or examine the materials and workmanship, during its manufacture and if parts of the plant is being manufactured in other premises, the Supplier shall obtain permission for the Engineer/Inspector permission to inspect such equipment.
- 23.2. The Supplier shall give the Engineer/Inspector 21 day's written notice of Equipment being ready for testing. Such tests shall be to the Supplier's account except for the expense of the Inspector and the Engineer/Inspector. Unless the inspection of the tests is virtually waived, the Inspector /Engineer shall attend such tests within 21 days of the date on which the plant is notified as being ready, failing which visit, the Supplier may proceed with the tests which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of the tests in triplicate. The equipment on which witnessing of tests is required, shall be mutually identified and agreed.
- 23.3. When the factory tests have been completed at the works of the Vendor or Sub-Vendor, the Engineer/Inspector shall issue a certificate to this effect within fifteen days after completion of tests. If the tests are not witnessed by the Engineer/Inspector, the certificate shall be issued after receipt of the Supplier's test certificate by the Engineer/Inspector. The completion of these tests or issue of the certificate shall not bind the Purchaser to accept the equipment should it, on further tests after installation, be found not to comply with the Contract.

24. PACKING

- 24.1. The Supplier shall include and provide for secure protection and packing for the Equipment so as to avoid damages in transit to Site under proper conditions and he shall be responsible for all losses or damages caused or occasioned by any defect in packing.
- 24.2. The Equipment shall be packed in suitable strong cases wherever essential. Large article such as bed plates which are not packed in cases, shall have all screwed holes plugged suitably and machined surfaced properly protected.
- 24.3. Weight and dimension limitation for transport shall be followed.

25. QUALITY OF MATERIALS

- 25.1. The plant shall be manufactured and constructed in the best workman like manner and with materials of the best or of approved qualities for their respective uses.
- 25.2. A Quality Assurance Plan shall be submitted by the Vendor to the Purchaser giving details of manufacturing and testing standards and procedures for major equipment for his approval.
- 25.3. Vendor shall purchase the bought out items only from vendors of repute and indicate the same to the Purchaser at the time of approval of drawings. Purchaser reserves the right to approve/ reject such vendors and visit / inspect the works of vendors and that of their sub-contractors before or after placement of order.

26. DESIGN IMPROVEMENT

- 26.1. The Inspector or the Supplier may propose changes in the specification of the Equipment or quality thereof and if the parties agree upon any such changes the specifications shall be modified accordingly.
- 26.2. If any such agreed upon change is such that it affects the price or delivery, the parties shall agree in writing as to the extent of any change in the price and/or delivery or both, before the Supplier proceeds with the change.

27. DRAWING / DATA APPROVAL

- 27.1. Any drawing / data approval required from BHEL after placement of order shall be the responsibility of the Vendor and any delay on account of the same shall be the responsibility of the Vendor and will have no bearing on delay in delivery or applicable penalty.

28. ACCEPTANCE OF EQUIPMENT

- 28.1. The Equipment will be accepted by the Purchaser after installation, testing and commissioning of the Equipment at Site and after completion of following activities.
 - 28.1.1. All components and sub-assemblies of the Equipment have been properly assembled and tested.
 - 28.1.2. All facilities necessary for the safe and reliable operation of the Equipment have been properly installed and adjusted.
 - 28.1.3. The equipment can be safely placed in operation for its intended use.
 - 28.1.4. Spares, service tools and manuals have been delivered to the Purchaser.
 - 28.1.5. On site training of the Purchaser's personnel have been completed as per Contract.
- 28.2. A letter of Acceptance of Equipment shall be issued by the Site Engineer after acceptance of the Equipment.
- 28.3. The guarantee period of the Equipment will start from the date of acceptance of Equipment by the Purchaser.

29. PERFORMANCE GUARANTEE

- 29.1. The Supplier guarantees that the Equipment will be new and in accordance with the specifications; that the Equipment will be free from defects in material and workmanship; and that the Equipment will meet the specified performance parameters
- 29.2. For the guarantee period the Supplier shall be liable to repair or replace any defective parts that may develop in the Equipment of his own manufacture or those of his sub-Suppliers under conditions arising from faulty design, materials or workmanship; provided that notice of any such defects or failure to conform to the specifications is promptly given within 30 days by the Purchaser to the Supplier.
- 29.3. The acceptance of the plant by the Engineer shall, in no way, relieve the Supplier of his obligation under this clause.

- 29.4. In the case of defective parts not repairable at site but essential in the meantime for commercial operation of the plant, the Supplier and Purchaser shall mutually agree to a programme of replacement or renewal which will minimise, to the maximum extent, interruption in the operation of the Equipment.
- 29.5. If it becomes necessary to replace or renew any defective parts under this clause, the provisions of this clause shall apply to replaced part until 6 months from the date of replacement or until the expiration of original guarantee, whichever is later.
- 29.6. Guarantee period for the Equipment shall be as specified in the Special Conditions of Contract.

30. PROGRESS REPORTS

- 30.1. The Supplier shall furnish to the Purchaser Progress Reports of the equipment manufactured at the end of every months as per mutually agreed format.

31. FORCE MAJEURE

- 31.1. Notwithstanding anything contained in this Contract, neither the Supplier and nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Supplier or Purchaser has no control.

32. ARBITRATION

- 32.1. The Purchaser and Supplier shall settle the disputes and differences arising out of this agreement in good faith. In the event that a dispute can not be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the Purchaser, one appointed by the Supplier and the third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under jurisdiction of Tiruchirappalli Courts only.

33. CONTRACT LAW AND JURISDICTION

- 33.1. This Contract shall be governed by the laws of India.
- 33.2. No court shall entertain or try any suit or legal proceedings to enforce any claim arising out of the Contract except in a court of law having jurisdiction at New Delhi.

34. GUIDELINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

- 39.1 BHEL shall deal directly with the foreign original equipment manufacturers (OEM) Foreign Principal, for all its purchases which are imported.
- 39.2 Wherever the foreign OEM / Principal desires to avail the services of an Indian Agent, the dealings with Indian Agents are to be regulated.

DEFINITION OF INDIAN AGENT

- 39.3 An Indian Agent of foreign principal is an individual, a partnership, an association of persons, a private or public Company, that carries out specific obligation(s) towards processing of BHEL tender or finalization or execution of BHEL's contract on behalf of the foreign supplier.

39.4 TERMS REGARDING INDIAN AGENTS OF FOREIGN PRINCIPALS:

- i. 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.
- ii. 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.
- iii. 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.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- vi. 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.
- vii. The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure -'A' shall apply in all such cases.
- viii. 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 price bids. In this regard, details may be checked as per Annexure-B (copy enclosed).

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.

This format is applicable only to Indian Suppliers/Agents supplying indigenous portion of Foreign Purchases.

Clause No.	Detail
	Name & address of the firm
1.0	Products/Systems/Services being considered for
2.0	General Information
2.1	Name of the chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none"> • Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) • 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	Registration particulars
4.1	Permanent Account No.
4.2/4.3	Sales Tax/Tin No.
4.6	Service Tax No. (incase of E&C)
5.0	Organization 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
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information

Commercial Terms & Conditions Format - PART-I		
		Please tick whichever is applicable or delete which is not acceptable
1	Packing & Forwarding Charges / FOB charges (if any)	
2	Present rate of Excise duty (if any)	
3	Present rate of sales tax, VAT/CST (Not applicable for foreign suppliers)	
4	a. Shortest Delivery period in No. of Weeks from date of letter of intent (LOI) for supply of equipment , (PI note after expiry of this period, penalty due to late delivery will be applicable)	No of days or weeks
	b. Erection/ Installation and commissioning period from receipt of material at Tiruchirappalli , (PI note after expiry of this period, penalty due to late delivery will be applicable)	No of days or weeks
	c. Drawing submission time if drawing approval is linked with delivery period	No of days or weeks
5	Present rate of Service Tax on Labour charges (if any)	
6	Late delivery clause 20 of terms and conditions	Accepted / Not accepted
7	Risk & cost purchase as well as other conditions given in general Terms & conditions and Standard Enquiry terms & conditions are acceptable to us.	Accepted / Not accepted
8	Rates quoted in the price bid are on FOR Tiruchirappalli for Indian suppliers or on/ FOB basis for foreign suppliers.	Accepted / Not accepted
9	Validity of the rates quoted is 3 months from the date of opening of Tender	Accepted / Not accepted
10	Prices have been quoted on "FIRM PRICE" basis only.	Accepted / Not accepted
11	Security deposit (SD) cum Performance Bank Guarantee (PBG) for 10% basic value of the order (excluding taxes & duties) for execution of the purchase order (PO) & satisfactory Performance of the equipment up to Guarantee period of 24 months with a further claim period of 3 months before release of PO will be submitted.	Accepted / Not accepted
12	The equipment shall be guaranteed for 24 months from the date of acceptance by BHEL irrespective of date of supply or installation.	Accepted / Not accepted
13	Our Standard terms of payment: Material Supply: 80% of material value (basic cost +Taxes & duties) will be paid after 60 days of acceptance of the equipment at BHEL Tiruchirappalli works and balance 20% after successful commissioning or 60 days after acceptance of the equipment at BHEL Tiruchirappalli whichever is later against submission of Performance Bank Guarantee of 10% basic order value valid for 12 months from commissioning with a further claim period of 3 months. Erection & commissioning supervision charges: These charges will be paid only after successful commissioning or 60 days after acceptance of the equipment at BHEL Tiruchirappalli whichever is later. In case of non acceptance of our Std payment terms, your prices will be suitably loaded.	Accepted / Not accepted (If not, mention your payment terms)
14	Copy of Unpriced Price Bid (in Part-A) & Price Bid (in Part-B) are submitted as per BHEL formats	Yes/ No

Note-1 If Condition No. 11&12 are not accepted, the offer may be bypassed without any further intimation.

Note-2: Commercial terms and conditions mentioned in above format will be considered as final. If these conditions are given elsewhere then they will not be considered. In case of ambiguity, conditions mentioned in BHEL format will prevail

Check List for Commercial Terms and Conditions
(To be filled and submitted along with Offer)

Sr. No.	DESCRIPTION OF BHEL REQUIREMENT	SPECIFIED / CONFIRMED BY VENDOR	REMARKS / DEVIATION
1	Technical confirmation to BHEL's Specification as called for in BHEL Format is furnished.		
2	Prices have been quoted item wise only as per the specification		
3	Prices have been quoted on "FIRM PRICE" basis only.		
4	Installation & commissioning charges have been mentioned in the offer IF ANY.		
5	Confirmation that the Equipment ordered will be inspected and proved at vendor's works prior to dispatch. However final inspection and acceptance of equipment will be after installation at BHEL, Tiruchirappalli.		
6	Confirmation that the vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.		
7	Any other point:		

NOTE: -

It is confirmed that all the terms and conditions stipulated in the Tender Enquiry have been fully understood by us and all clarifications & details have been obtained.

Signature & Office Seal of the bidder

CHECK LIST

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Email : Telephone No: Mobile No: Fax No:	
4	Validity of Offer	TO BE VALID FOR THREE MONTHS FROM DUE DATE	
		APPLICABILITY	BIDDER REPLY
5	Whether the format for compliance with specification and commercial terms and conditions is understood and filled with proper supporting documents referenced in the specified format	Applicable / Not applicable	YES / NO
6	Copy of PAN Card	Applicable / Not applicable	YES / NO
7	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable / Not applicable	YES / NO
8	Declaration by Authorised Signatory	Applicable / Not applicable	YES / NO
9	No Deviation Certificate	Applicable / Not applicable	YES / NO
10	Declaration confirming knowledge about Site Conditions	Applicable / Not applicable	YES / NO
11	Non Disclosure Certificate	Applicable / Not applicable	YES / NO
12	Bank Account Details for E-Payment	Applicable / Not applicable	YES / NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)



BHARAT HEAVY ELECTRICALS LIMITED

R&D and CR
TIRUCHIRAPALLI – 620 014.

MATERIAL MANAGEMENT DEPARTMENT

ANNEXURE TO PURCHASE ENQUIRY

Please ensure that the following details are incorporated in your Offer.

1. PRICE : Ex-Works / Ex-Godown
(or) F.O.R. – DESTINATION
2. DISCOUNT : % (or) Lumpsum amount – Rs.
3. PACKING & FORWARDING : % (or) Lumpsum amount – Rs.
4. TAX : TNGST % / CST %
without concession and with concession
(since, we are not eligible for Form-C please, FULL TAX may be mentioned)
(Rates of applicable Taxes & Duties and whether inclusive
or exclusive should also be mentioned)
5. SURCHARGE : %
6. DUTIES : %
7. FREIGHT & INSURANCE : %
8. DELIVERY PLACE :
9. DELIVERY PERIOD :
10. LD / PENALTY FOR DELAY IN DELIVERY : @ 0.5% PER WEEK SUBJECT TO A
MAXIMUM OF 15% IS APPLICABLE.
CONFIRM YOUR ACCEPTANCE.
11. OFFER VALIDITY :
12. PAYMENT TERMS : BHEL Payment terms are –
 - 1) 90% Payment through Bank against
proof of despatch documents. Balance 10%
after receipt and acceptance of materials.
 - 2) 100% payment within 45 days after
Receipt and Acceptance of Material.
13. GUARANTEE / TEST CERTIFICATE:

SIGNATURE OF SUPPLIER WITH SEAL

NOTE : Please do not Quote as EXTRA,
Quote the Rate in % / The Amount in Rupees.