

BHARAT HEAVY ELECTRICALS LIMITED

CORPORATE RESEARCH & DEVELOPMENT DIVISION VIKASNAGAR, HYDERABAD - 500 093, INDIA

PHONES:23774494 (EXT:9804)
FAX: 91 40 23770698

ENQUIRY

Ref: 422000041 Date 04-05-2020

Enquiry for Boron Carbide Hex-tiles

Enquiry No:422000041 Enquiry Date : 04-05-2020 Due Date: 26-05-2020 Indicative Delivery Date : 30-06-2020

Sl.No	Item Description	Unit	Qty
1	Hot Pressed Boron Carbide Hexagonal Armour Ceramics	SET	40

Please submit your quotation for the above material in sealed cover superscribed with enquiry no, enquiry date and due date subject to our enclosed terms and conditions. The quotations shall reach us on or before the due date by 12 noon. The tenders can also be dropped in the tender box kept at the security gate, BHEL R&D. In case you are not in position to submit the offer, please send reply suitably specifying the reasons.

Sl.No	.No Description			
01	01 Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.			
02	Technical specifications, Scope of Supply etc.	Volume - 2		

Brajendra Singh Patel Sr Manager brajendra 1@bhel.in



ENQUIRY & QUALIFYING CRITERIA

Volume - 1 Enquiry No 422000041

1	Tendor inviting officer / Authority, Designation and Address	Additional General Manager(MM) BHEL R & D, Vikas Nagar (Near Balanagar), Hyderabad -500093		
2	Item Description - Qty	1) Hot Pressed Boron Carbide Hexagonal Armour Ceramics - 40 SET		
3	Enquiry Reference no.	422000041		
4	Indicative Delivery Date	30-06-2020		
5 Due date, Time and place for submi of tender		26-05-2020 upto 12 noon. Sealed Quotations shall be addressed to Additional General Manager(MM), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad AP,India Pin - 500 093 Quotations can also be deposited in the Tender box located at Security Gate of BHEL R & D BHEL shall not be responsible for any postal/courier delay.		
6	Place, Date and time of Tech.Bid opening	Tender Opening Cell (Sangam) BHEL R & D Office. 26-05-2020, 2 PM		
7	Mode of Submission of Tender	Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid)as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, PEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'md-eoffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain a. Signed General Terms & Conditions (GTC) b. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed General Terms & Conditions (GTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure 2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day o		



GENERAL TERMS & CONDITIONS (GTC)

Volume - 1 Enquiry No 422000041

SL.No.	Clause	BHEL REQUIREMENT				
1	Preference to Make in India	For this procurement, Public Procurements (Preference to make in India), order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.				
2	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered				
3 Descrepancy in words and figures		(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above. (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.				
4	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.				
5	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.				
6	Price bid evaluation	All offers in price bid opening or reverse auction shall be evaluated in Indian currency based price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due acceptance of our standard commercial terms will be evaluated as per the LOADING FACTOR as enclosed along with the enquiry. The exchange rate declared by State Bank of India un Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids				
7	Packing	The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit.				
8	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.				
9	Risk Purchase	In case of default/late delivery,BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.				
10	Banned List	The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page				
11	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.				
12	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "A corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted of BHEL website only". The corrigendum will not be published in news paper.				
13	Arbitration	Subject to the exclusive jurisdiction of the Medchal, Malkajgiri Courts, Telengana State, India, in respect of any suit or other legal proceedings relating to this contract.				
14	Foreign Vendors	BHEL will deal directly with foreign vendors, where ever required, for procurement of goods. However, if the foreign principal desires to avail of services of an Indian agent, then foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement (as per *).				
		* The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period				
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15	Fraud Prevention Policy	The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
16	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions

Signature of the bidder with Seal & Date



COMMERCIAL TERMS & CONDITIONS (CTC)

Volume - 1 Enquiry No 422000041

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS					
1	Late Delivery Penalty Clause	Failure to supply the goods and/or Failure to carryout the services within the stipulated delivery date will attract a penality of 0.5% per week or part thereof for the value of the undelivered portion of the purchase order subject to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services along with appliacable GST thereon shall be recovered. In case of non acceptance to this LD Clause, 10% of basic material cost will be loaded on the quoted prices while cost comparison.(Please refer the enclosed 'Loading Factors' sheet).						
2	Payment terms for Indian Offers	Vendor to indicate appropriate applicable HSN code for Goods as well as SAC for services based on Inter/Intra state.In case the bidder has opted for composite GST scheme,the same may be stated explicitly in both and techno-Commercial & Price bids. BHEL will pay only basic price to the vendor and release the GST payment only when the proof of remittance is given.						
3	Weight and Packing Dimensions.	The Supplier shall indicate the shipping weight (Kgs) and dimensions(L x W x H in cms) clearly along with offer.						
4	Validity of Offer	90 days from date of techno-commercial bid opening.						
5	Rate Contract	In case the goods enquired are on Rate Contract basis with any other unit of BHEL, such fact should be clearly indicated in the quotation giving full particulars of Rate Contract number, validity and price and also your willingness to comply with order if placed against such Rate Contract. A copy of Rate contract signed by the supplier should be sent with the quotation.						
6	Freight & Insurance	Insurance will be arranged by BHEL in case of FOB basis supplies. In such cases ,an amount of 3% towards freight and insurance will be added for cost comparison.						
7	Guidelines regarding dealing with Indian agents of foreign suppliers 1. BHEL shall deal directly with foreign vendors, whereever required, for procurement of goods. However, if the foreign principal desires to avail of services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of 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 and services to be rendered by Indian agent / associate, whether general in nature or in relation to the particular contract, must clearly be stated by the foreign supplier / Indian Agent. Any payment, which the Indian agent / associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee shall be brought out in record in the agreement and be made explicit in order to ensure compliance to the laws of the country. 4. Any agency commission to be paid by BHEL to the Indian agent shall be Indian currency. 5. When ever Indian agents are representing on behalf of their principals, the relevant authorization letter and agreement copy to be enclosed along with technical bid to consider the offer.							
8	FOR INDIAN SUPPLIES: ===================================							

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		(if applicable)				
		3. Delivery Period from receipt of approval of design documents / drawings etc. by BHEL				
		(if applicable)				
		4. Delivery Period from date of LC Opening ===================================				
		5. Delivery Period from date of PO acceptance ====================================				
		However BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL.				
		Pl. mention any other issues/constraints like export clearance etc. explicitly, if any				
9	Nature of Vendor submitting the Offer	OEM / Agent / Representative / Dealer / Distributor / Stockist / Trader / Reseller / Channel Partner/ System Integrator / Any Other (Pl. Specify)				
10	Foreign Suppliers without Indian Agent	To be quoted in Foreign Currency. Purchase Order will be placed on Foreign Supplier.				
11	Foreign Principal availing services of an Indian Agent	Foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of Agency agreement. (as per *) To be quoted in Foreign Currency. Purchase order will be placed on Foreign Supplier. Agency Commission will be paid to Indian Agent in Indian rupees. * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the Agent, 3) Territory, 4) Agreement Period				
12	Indian Agent desirous of quoting imported Equipment	Any Indian Agent desirous of quoting imported Equipment, they should submit the quote in foreign currency along with copy of agency agreement (as per *). To be quoted in Foreign Currency. Purchase order will be placed on Foreign Supplier. Agency Commission will be paid to Indian Agent in Indian rupees. * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period				
13	Payment terms for Indian Offers (Supply)	BHEL standard payment term: "100% payment along with taxes by EFT/RTGS within 30 days of receipt and acceptance of material at BHEL R&D Stores, Hyderabad". Note:For other payment terms there will be a loading on the offer as mentioned in our 'Loading Factors' sheet which is enclosed to this enquiry.				
Payment terms for Foreign Offers (Supply) Payment "100% Stores, All bar Note:F		BHEL standard payment term "100% Invoice value by wire transfer within 30 days of receipt and acceptance of material at BHEL R&D Stores, Hyderabad". All bank charges inside India shall be to BHEL account and outside India shall be to supplier's account. Note:For other payment terms there will be a loading on the offer as mentioned in our 'Loading Factors' sheet which is enclosed to this enquiry.				

<u>Note:</u> All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.



OTHER TERMS & CONDITIONS

Volume - 1 Enquiry No 422000041

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Technical queries	For any technical queries kindly contact Shri Kshitij Taneja,Sr.Engr/CNT Lab. Email:kshitijtaneja@bhel.in and Mobile:9951836330	
Packing & forwarding charges, freight and insurance charges, if any		Mention the packing & forwarding, freight & insurance, if any, in terms of percentage(%)of basic cost.	
Regarding Concessional Duties		Concessional duties/taxes, if any, available to BHEL at price bid opening shall be taken into account for evaluating landed cost calculation. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. However, all suppliers have to accept Concessional duties in case if the same is available to BHEL at dispatch	
4 Details required		IT Permanent Account No. (PAN): GSTIN Registration Status: Tax type: CGST/SGST/IGST/UGST GSTIN No: GSTIN No. Issuance Date: Provisional/ Final Registration: Name of the Contact Person: Contact Phone / Mobile: Email id for correspondence: Address with PIN code and State: HSN code, service account code	
5 Force Majeure		If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.	
6	Import License	These items are being imported without any license under "Foreign Trade Policy 2015-2020", ExportImportPolicy of India, General Provisions regarding Imports and Exports	
7	Firm Price	The prices shall be firm for entire period of contract.	
8 Price Basis		All foreign suppliers shall quote the lowest prices on 'FOB-Nearest International Gateway Airport for Air consignments. BHEL shall organize shipment through our authorized freight forwarder from gateway Airport. An amount of 2% on basic value towards freight and 1% on basic value towards insurance will be added for cost comparison. All Indian suppliers shall quote the lowest prices on 'free delivery at BHEL R&D Stores or F.O.R destination' basis only	
9	Applicable Taxes/Duties	Please indicate the applicable Taxes/Duties in the offer clearly.	
		1) Submission of GST Registration details along offer is required for consideration of the Offer. 2) Kindly provide the HSN code and the breakup of the tariff/taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components. 3)Concessional taxes/duties, if any, available to BHEL as on date of price bid opening shall be taken into account for	

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Signature of the bidder with Seal & Date



ITEM SPECIFICATIONS

Volume - 2 Enquiry NO 422000041

L.No.	Item						
	Hot P	ressed Boron Carbide Hexagonal Arm	our Ceramics				
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations			
	1	Component	Hot Pressed Boron Carbide Hexagonal Armour Ceramics Tiles				
	2	Chemical composition	Total Boron (wt%): 76-81% Total Boron + Carbon (wt%): >=98% Iron: <=0.5%				
	3	Density (gm/cc)	2.45-2.52				
	4	Flexural Strength (Mpa)	>425				
	5	Vickers Micro Hardness HV (1kg)	>3950				
	6	Elastic Modulus (GPa)	>430				
	7	Shape and thickness	Total 40 armour panels with shape/dimensions as per drawings in annexure I and following thickness (tolerance: +/-5%). 1. 6.5 mm thickness: 10 panels 2. 6 mm thickness: 5 panels 3. 5.5 mm thickness: 5 panels 4. 5 mm thickness: 5 panels 5. 4.5 mm thickness: 5 panels 6. 4 mm thickness: 10 panels				
	8	Tile arrangement	Vendor should supply the arranged tiles for each panel separately packed as per drawing given in annexure I				
	9	Test certificate	Bidders have to submit the manufacturer's test certificate for chemical composition, hardness, flexural strength, elastic modulus and density along with the dispatch documents.				
	10	Supply of evaluation sample along with the bid	Bidders have to supply 2-3 tile samples of any thickness mentioned in sl no. 7 of item specifications for composition and mechanical properties evaluation along with the offer. The samples have to be delivered to BHEL R&D, Hyd without any cost and duty paid. The samples will not be returned to the bidder after evaluation.				
	11	Price quote	Vendor should quote the price for complete panel of all the thicknesses mentioned in sl no. 7 of item specifications as per drawings in annexure I.				
	12	Minimum Acceptable Warranty	Supplier shall comply to the minimum acceptable warranty period. The offers of the suppliers not complying to the minimum warranty period will be rejected. The minimum acceptable warranty period is 12 months from date of receipt and acceptance of material at BHEL R&D store.				

^{*} Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

BHEL R&D RD:DP:MPX:F-22

LOADING FACTORS



 $NOTE: IN\ CASE\ OF\ DEVIATION\ TO\ BHEL\ TENDER\ SPECIFIED\ TERMS,\ LOADING\ FACTOR\ INDICATED\ IN\ FOLLOWING\ TABLE\ WILL\ BE\ APPLIED\ TO\ QUOTED\ PRICE\ WHILE\ EVALUATING\ THE\ LOWEST\ QUOTE$

			A. FOR IN	DIGENOUS PURCHASES	
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
			100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R& D	SAME	NIL
				PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH
A.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS		INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON BALANCE AMOUNT FOR ONE MONTH
				SAME	NIL
		PAYMENT TERMS		100% PAYMENT WITH IN 30 DAYS AFTER	NIL
			90% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AND BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C.	COMPLETION OF SUPPLIES AND E&C	
				90% PAYMENT AGAINST PROFORMA INVOICE/ DESPATCH DOCUMENT AND BALANCE 10% WITH IN 30 DAYS AFTER	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% OF THE VALUE OF PO FOR ONE MONTH
				COMPLETION OF E&C. 90% PAYMENT AGAINST PROFORMA / DESPATCH DOCUMENT AND BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON TOTAL VALUE OF THE PO FOR ONE MONTH
A.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)				LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(ROUNDED OF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE (90 - X) % PAYMENT AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH

		COMMERCIA	T	K FUKEI	GN PURCHASES (IMPORTED)	-	LOADING FACTOR FOR NON COMPLIANCE TO
SLNO	SCOPE	TERMS	BHEL STANDARD TERM		AS OFFERED		BHEL STANDARD TERMS
					SAME		NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOIC ETC TO OUR BANKERS		E, AWB	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
			100% PAYMENT BY WIRE		LC PAYMENT AGAINST DESPATCH DOCUMENTS		LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR ONE MONTF PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
	SUPPLY OF EQUIPMENT	PAYMENT TEI	TRANSFER WITHIN 30 DAY THE DATE OF RECEIPT AN	D AL AT IT TO	INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYM WITH 110% BANK GUARANTEE BY W TRANSFER/LC AND BALANCE PAYM WITH IN 30 DAYS FROM THE DATE O RECEIPT AND ACCEPTANCE OF THE MATERIAL	E MENT VIRE IENT OF	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
					INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYM WITH 110% BANK GUARANTEE BY W TRANSFERILC AND BALANCE PAYM RECEIPT AND ACCEPTANCE OF MAT	E MENT VIRE ENT ON	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
					SAME	,	NIL
					ETC TO OUR BANKERS	CE, AWB	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
					90 PAYMENT BY WIRE TRANSFER /L/ AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFT COMPLETION OF E&C	TER	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
		PAYMENT TERMS			90% PAYMENT BY WIRE TRANSFER / LC AGAINST DESPATCH DOCUMENTS.		LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
					90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC V BANK GUARNTEE AND BALANCE 10 IN 30 DAYS AFTER COMPLETION OF	VITH % WITH	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
B 2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING		WITH IN 30 DAYS AFTER	HE DATE ANCE OF	INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYM WITH 110% BANK GUARANTEE BY W TRANSFER/LC AND BALANCE 10% W 30 DAYS AFTER COMPLETION OF E&	I IENT VIRE /ITH IN	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
	(E&C)		COMPLETION OF E&C		INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYM WITH 110% BANK GUARANTEE BY W TRANSFER/LC AND BALANCE (90-X)* PAYMENT BY WIRE TRANSFER /LC A RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH DAYS AFTER COMPLETION OF E&C	E MENT VIRE % AFTER	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
					INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYM WITH 110% BANK GUARANTEE BY W TRANSFER/LC AND BALANCE (90-X) PAYMENT BY WIRE TRANSFER/LC ARECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTE COMPLETION OF E&C	MENT VIRE % AFTER	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
			C. PENALTY FOR DELAY	ED DELIV	ERY (COMMON FOR INDIGENOUS AN		*
SLNO	COMMERCIAL TI		HEL STANDARD TERM N THE EVENT OF DELAY IN	AS OFFE	RED	STANDAI	G FACTOR FOR NON COMPLIANCE TO BHEL RD TERMS
		A	GREED CONTRACTUAL	AGREED		NIL	
С	LD CLAUSE (HALF) LIMITEI TOTAL APPLIC.		DELIVERY, PENALTY OF 0.5% HALF PERCENT) PER WEEK BUT IMITED TO A MAX OF 10% OF	IF NOT A	GREED	LOADING	G @ 10% OF THE BASIC MATERIAL COST
			OTAL ORDER VALUE WILL BE PPLICABLE		ED FOR X%	FOR X% LOADING @ (10-X)% OF THE BASIC MATERIAL	
SLNO			D. GUARANTEE/WARRA HEL STANDARD TERM	AS OFFE		LOADING	CS) G FACTOR FOR NON COMPLIANCE TO BHEL RD TERMS
			TIPULATED OR REQUIRED	AGREED		NIL	ALANIAU
	GUARANTEE/WAF PERIOD	(Z	UARANTEE/ WARRANTY PERIOD X) IINIMUM ACCEPTABLE	NOT AGE AGREED	REED FOR STIPULATED BUT FOR MINIMUM ITEE/WARRANTY(Y)	LOADING	G @ 10 % OF THE ORDER VALUE PER ANNUM FOR UCED GUARANTEE PERIOD (X-Y)

BHEL R&D

Terms & Conditions of Reverse Auction



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 (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- 1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 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. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 7. In line with the NIT 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 and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 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 auction portal.
- 10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 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 standard practice.
- 12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction?, which will be communicated before the Reverse Auction.
- 13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

${\bf AUTHORISATION\ LETTER\ FOR\ E-PAYMENT/\ NEFT\ /\ RTGS} \\ {\it (PLEASE\ FILL\ UP\ THE\ FORM\ COMPLETELY\ IN\ CAPITAL\ LETTERS\ ON\ YOUR\ COMPANY\ LETTERHEAD\ ONLY)}$

Vendor Code (to be filled by BHEL)		
Type of Request (Tick one)	NEW	CHANGE
1 Company Name		•
2 Address		
3 City with PIN Code		
4State		
5 PAN Number		
6 TIN/ VAT No.		
7 CST No.		
8 Service Tax No.		
9 Name of Contact Person		
10 Mobile number		
11 Ph. no. with STD Code		
12 Fax No. with STD Code		
13 Email ID		
14 Website (URL)		
BANK DETAILS FOR EFT / RTGS		
1 Bank Name		
2 Branch		
3 Branch Code		
4 Branch Address		
5 Branch Phone No		
6 Account No.		
7 Account Type: SB/ Current/ other (Specify)		
8 MICR Code		
9 IFSC Code		
L as an authorized representative / owner of the above named	company hereby state as under:	

- 1.
- Enclosed here with a cancelled cheque in support of our company's bank details.

 Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account. 2.
- If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank 3. responsible.
- 4. I hereby certify that the particulars given above are true, complete and correct.
- This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation. 5.

Date: Authorised Signatory Company Designation: Seal



Bharat Heavy Electricals Limited

Corp. R&D DIVISION VIKAS NAGAR, HYDERABAD- 500 093 (INDIA)

VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED* BY THE BIDDER ALONG WITH TECHNICAL-BID]	

						Before filling, ple	ease refer to instructions on page-4
1.0 <u>VEN</u>	NDOR PROFILE:						
1.1	1 Name and address o	of the ven	dor:				
	Phone Nos.:						
	Fax No.: Email: 1.			2.			
1.2		e name &	address in Hyderabad				
	Phone Nos.: Fax No.:						
	Email:						
	Contact Person:						
	Mobile No:						
2.0 TYP	PE OF ORGANISAT	ΓΙΟΝ:					
-w <u></u>	PROPRIETOR		Company:	Sister	Concern (mention ver	ndor registration nun	nber of main organization)
	D (1:						
	Patnership)	CORPORATION		Small Scale Industr	ry	ANY OTHER(Please specify)
	In case of SSI unit,	copy of r	egistration to be enclos	sed. It is reques	ted that MSME registr	ration certificate to b	e enclosed and tick the following:
	Type of Major Activ						
	Category of Enterpr Social Category : G						
	Udyog Adhaar Nun						
3.0 ANN	NUAL TURN OVER						
	#	<u></u>	Year			Turn-Over	, Rs.
	1 Current Ye	ear(budge					,
	2 Previous y						

$4.0\ \underline{NAME}\ \underline{AND}\ \underline{ADDRESS}\ \underline{OF}\ \underline{THE}\ \underline{BANKER:}$

Prior Year (200 - 0)

- 4.1 Bank Name
- 4.2 Branch name
- 4.3 Account number
- 4.4 Account Type
- 4.5 MICR Code:
- 4.6 IFSC Code(RTGS/NEFT):

4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

5.0 REGISTRATION PARTICULARS (relevant copies to be enclosd)

- 5.1 IT Permanent Account No.(PAN):
- 5.2 State Sales Tax/VAT Registration No:
- 5.3 Central Sales Tax Registration No:
- 5.4 ED Registration No:
- 5.5 Service Tax Registration No:
- 5.6 PF Account No:
- 5.7 Labour Licence No:
- 5.8 ESI Account No:

6.0 CONTACT PERSON: S/Sri:

Designation:

Phone / Mobile No:

7.0 TOTAL NUMBER OF EMPLOYEES:

Graduates(Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

8.0 LIST OF PRODUCTS/ SERVICES OFFERED:

#	Products/ Services	Capacity
1		
2		
3		
4		
5		

9.0 REFERENCE LIST:

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		
5		

10.0 INFRASTRUCTURE / FACILITIES:

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		

11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:

#	Unit	Registration No	Year
1			
2			
3			
4			

12.0 ANY OTHER INFORMATION:

DECLARATION:

The information furnished above is true and authentic.

DATE:			

Note:

- 1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
- 2. The competent authority reserves the right to accept or reject the registration.
- 3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
- 4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
- 5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

· . . .

Instructions

- 1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
- 2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
- 3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
- 4. Photographs of registered office and the chief executive/proprietor shall be furnished.



Bharat Heavy Electricals Limited

Corp. R&D DIVISION VIKAS NAGAR, HYDERABAD- 500 093 (INDIA)

SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR WHEREVER IT IS NOT APPLICABLE PLEASE WRITE "NOT APPLICABLE".INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED.

1.0 GENERAL INFORMATION:

- 1.1 NAME OF COMPANY
- 1.2 DETAILS OF HEAD OFFICE:

ADDRESS : TELEPHONE : FAX : EMAIL : WEB SITE :

1.3 DETAILS OF FACTORY/WORKS:

ADDRESS : TELEPHONE : FAX : EMAIL : WEB SITE :

1.4 DETAILS OF MARKETING AGENT

ADDRESS :
TELEPHONE :
FAX :
EMAIL :
WEB SITE :

1.5 CHIEF EXECUTIVE

1.6 CONTACT PERSON(S)

FOR PRODUCT OFFERED
NAME(S) :
OFFICIAL CPACITY :
ADDRESS :
TELEPHONE :
FAX :
EMAIL :

- 1.7 YEAR OF ESTABLISHMENT
- 1.8 PRODUCTION CAPACITY PER ANNUM
- 1.9 PARTICULARS OF PRODUCT INCLUDING SPECIFICATION AND RANGE OFFERED FOR REGISTRTION (Attach brouchers and catalogues)
- 1.10 NAME(S) OF BANKERS
- 1.11 BANKER'S CERTIFICATE

- 1.12 PORT OF LOADING
- 1.13 NEAREST AIRPORT
- 1.14 NAME OF THE INDIAN AGENT, IF ANY WITH AUTHORIZATION LETTER

2.0 FINANCIAL INFORMATION:

- 2.1 TOTAL CAPACITY
- 2.2 ANNUAL TURN OVER FOR LAST 3 YEARS
- 2.3 WHEHER CREDIT LICENSE ACCEPTABLE YES/NO

3.0 QUALITY MANAGEMENT SYSTEMS

ENCLOSED FORMAT PART-B

3.1 EXPERIENCE LIST FOR SAME/ SIMILAR ITEMS TO BE ENCLOSED

4.0 FUTURE EXPANSION PLANS:

(Give details)

5.0 LIST OF ENCLOSURES:

(Including brouchers, catalogues, technical literature etc)

6.0 ANY OTHER INFORMATION:

SIGNATURE OF SUPPIER (Authorized signatory)

NAME : DESIGNATION : DATE :

OFFICIAL SEAL

Note:

- 1. BHEL Reserves the right to take penal action as deemed fit if any of the information provided by the vendor is found to be incorrect.
- 2. Please attach separate sheets, if space found is inadequate



RD:MPX:F-13

Bharat Heavy Electricals Limited

Corp. R&D DIVISION VIKAS NAGAR, HYDERABAD- 500 093 (INDIA)

Ph: 040 - 23772704, Fax: 040 - 23770698, email: mpx@bhelrnd.co.in

GUIDE LINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

- 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 Agnecy 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. Whenever Indian agents are representing on behalf of their principals the relevent authorisation letter and agreement copy to be enclosed along with Technical bid to consider the offer.