



# BHARAT HEAVY ELECTRICALS LIMITED

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

Page  
1/2  
PHONE :2577419  
GRAMS : BHARATELEC  
FAX NO: 2520719  
E-mail: cmuthuvel@bheltry.co.in  
Web:

	<b>Enquiry No</b>	<b>Enquiry Date</b>	<b>Due Date for Quotation</b>
	1901400006 - 58	06.01.2014	28.01.2014
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	130030082000 Ultra high purity argon gas grade 1 Volume = 7.1M3 pressure = 143kg/sq.cm, temp = 27.C purity 99.999% and impurity level maximum oxygen = 2.0ppm, nitrogen = 3.0ppm, hydrogen = nil, hydrocarbon = 0.2ppm, moisture = 2.0ppm Label containings specification shall be displayed on the cylinder Note: Cylinder should be provided with Female thread	M3	15000.000	15,000.00	16.06.14

### General Note:

1. BIDDERS HAVE TO QUOTE THEIR PRICE TO F.O.R DESTINATION TO BHEL-STORES/TRICHY ONLY.
2. THE GAS SHALL BE SUPPLIED IN SUPPLIER OWNED RENTAL FREE CYLINDERS WITH A HOLDING PERIOD OF 90 DAYS / BHEL OWNED CYLINDERS.
3. NO SECURITY DEPOSIT WILL BE PAID FOR THE RENTAL FREE CYLINDERS.
4. BIDDERS SHOULD COMPLY TO THE GAS CYLINDER RULES ISSUED GOVT OF INDIA WITH MODIFICATIONS ISSUED FROM TIME TO TIME. BY
5. THE ENQUIRY QUANTITY IS ONLY TENTATIVE AND MAY INCREASE OR DECREASE BASED ON THE PLANT REQUIREMENT.
6. DELIVERY SHALL BE AS REQUIRED BY BHEL ON STAGGERED MANNER.
7. DELIVERY OF FULL AND COLLECTION OF EMPTY CYLINDERS SHALL BE CONTRACTORS SCOPE.
8. BHEL WILL INFORM THE VENDOR FOR COLLECTION OF EMPTY CYLINDER AND THERE. THEN
9. ALL OTHER TERMS AND CONDITIONS ARE AS PER ENQUIRY.


### Enclosure:

- Annexure - A
- Annexure - B
- Annexure - c
- Annexure - I
- Part - II(Price Bid)

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

**MUTHUVEL C**  
Manager  
Purchase PSS  
Matsls Mgmt / Raw Materials  
BHEL TRICHY

  
MANAGER / PURCHASE  
(FOSSIL BOILERS)  
Yours faithfully,



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**Enclosures:**

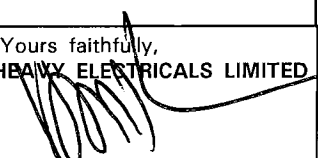
"LD clause has to be confirmed without fail."

"Payment to vendors will be made only thro E-Payment mode"

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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.

**MUTHUVEL**  
Manager  
Purchase PSS  
Matls Mgmt / Raw Materials  
BHEL, TRICHY 620 014

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

  
MANAGER / PURCHASE  
(FOSSIL BOILERS)  
Yours faithfully,

**BHARAT HEAVEY ELECTRICALS LIMITED**

TIRUCHIRAPPALLI - 620 014

**ANNEXURE - A**

**TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BID)**

1. The tender will be operated on two part bid basis i.e. (I). *Techno-Commercial Bid* & (II). *Price Bid*.
2. The offer is to be submitted in a single envelope containing two envelopes. i.e. Part - I (Technical & Commercial Bid) and Part - II (Price Bid).

- 2.1. **Techno-Commercial Bid:**
- a) Technical bid.
  - b) Un-priced commercial bid.
  - c) Duly filled and signed Annexures.
  - d) Sample if required. (If the sample is not received along with technical bid the offer will be summarily rejected).

*This Part – I document should be sealed in a separate envelop by clearly marked "Part I – Technical and Un-priced commercial bid" indicating Enquiry No., Due Date., address & reference of the bidder.*

- 2.2. **Price Bid:** Price bid with price details. (*This price bid should be sealed in a separate envelope by clearly marked "Part II – Price bid" indicating Enquiry No., Due Date., Address & reference of the bidder. )*

You are requested to put the above two envelopes (Techno-Commercial Bid & Price Bid) inside a separate larger sealed envelope and this envelope shall be superscribed as "Techno-Commercial Bid and Price Bid " for Enquiry No: .....Dt.: ..... Due Dt.: .....

3. Your offer should be addressed to: *The Manager,  
Purchase Department / PSS,  
Materials Management / Raw Materials,  
24 Building (4<sup>th</sup> Floor),  
Bharat Heavy Electricals Limited,  
Tiruchirappalli - 620 014.*

4. Please submit point wise compliance to our specifications, terms and conditions. Otherwise it will be presumed that you are accepting BHEL's terms and conditions.

5. The offer should reach this office on or before the due date as mentioned in the enquiry by 14.00 Hrs. Tenders received after 14.00 Hrs will not be considered for evaluation.

6. **Validity of quoted rates shall be minimum at least 90 days from the date of price bid opening for ordering. The quoted/Finalized rates shall be Firm till completion of the supplies.**

7. The rates are to be quoted on **F.O.R. destination basis** (Inclusive of Packing, Forwarding, and Freight and Transit Insurance charges to supplier account.

*(Delivery condition like Ex-works / Ex-godown / Transportation of materials through transport carriers from your works upto the transport carrier's office at Tiruchy and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us).*

8. Unloading at BHEL Site has to be done by the suppliers and BHEL will not be in a position to provide any handling / unloading facilities.

**9. Payment Terms (Indigenous)**

Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials.

**Any deviation in the above payment term will attract loading as mentioned below.**

**"Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.**

**10. Liquidated Damages / Penalty:-**

Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.

**For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.**

**Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).**

**11.** Each tender should be sealed with tenderer's distinctive seal and super scribed with correct tender no., item of supply and due date of opening. Two or more quotation should not be sent in one cover but the quotation against each tender should be sent separately to avoid confusion. Tender should not be addressed to any individual's name but only by designation.

**12. Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested; all amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall only be considered.**

**12.1. Discrepancy in "Words "& "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.

**13.** No revision of prices will be entertained after tenders are opened.

**14.** If any sales tax is payable as extra to the quoted price it should be specifically stated in quotations along with CST & VAT Number failing which the purchaser will not be liable for payment of sales tax. Our TIN 33243560005 dt.01.01.2007 & CST no 239383 DT, 11.06.1991.

**15.** On the due date of tender opening, only the technical bids will be opened. Technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. The price bids of techno-commercially suitable bidders will be opened on a later date with prior intimation to respective bidders.

**16.** Ranking L-1, L-2 etc. shall be done for individual items for the techno-commercially acceptable offers on landed cost to BHEL, Trichy basis and BHEL reserves the right to place order for individual items with different vendors.

**17.** BHEL reserves the right to increase or decrease the tender quantity and split up the tender quantity among more than one vendor at the lowest acceptable price to BHEL and place order accordingly in any proportion at our own discretion.

**18.** Lowest price received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves the right not to consider the same. The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.

**19.** BHEL reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

**20. PACKING AND MARKING:** The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

**21. RISK PURCHASE:** Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefore. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in our LD clause.

**22. PREFERENTIAL DELIVERY:** It should be noted if a contract is placed on a higher tendered as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R destination, including all elements of freights, Sales tax, duties and other incidents, incidental in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.

**23. CENVAT CREDIT:** If any Excise Duty is payable, the Chapter Head / Sub -head reference and the rate of the duty should be quoted. If the Tenderer is availing CENVAT credit for this input material, the effect of Proforma credit should be passed on to the purchaser. Tenderer under "CENVAT" shall be preferred.

**24.** Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract.

**25. Bidders not confirming to the enquiry specification mentioned will be disqualified.**

**26.** Any corrigendum related to the enquiry will be hosted in the BHEL website only, Bidders should visit the website(s) to keep themselves updated.

**27.** The correspondence between the bidder and BHEL through email is considered as valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

**28.** Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalization of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.

**COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIERS  
TO BE SUBMITTED ALONG WITH PART – I (TECHNO COMMERCIAL BID)**

**ANNEXURE -B**

SL NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION / DEVIATION (STRIKEOUT WHICHEVER IS NOT APPLICABLE)	
1	VALIDITY	90 DAYS FROM DATE OF PRICE BID OPENING	NON DEVIATABLE	
2	PRICE QUOTED	FOR-DESTINATION BHEL STORES / TRICHY	NON DEVIATABLE	
3	EXCISE DUTY WITH CESS	SUPPLIER OPTION	INCLUSIVE / EXTRA (Please quote % below)  _____ %	
4	VAT / CST against form 'C'	SUPPLIER OPTION	INCLUSIVE / EXTRA (Please quote % below)  _____ %	
5	DEIVERY SCHEDULE	STAGGERED MANNER AS REQUIRED BY BHEL	NON DEVIATABLE	
6	PAYMENT TERMS (For details please read S.No:9 of "Annexure – A")	AFTER 45 FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIALS AT BHEL	ACCEPTED / NOT ACCEPTED	
7	LD CLAUSE (For details please read S.No:10 of "Annexure – A")	0.5% PER WEEK TO MAXIMUM OF 10%	NON DEVIATABLE	
8	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :		
9	CONFIRMATION OF SPECIFICATION TO THE ENQUIRY ITEM.		CONFIRM	NOT CONFIRM
10	<i>a. Bidder should enclose a copy of license for filling of compressed Gas as per gas cylinder rules 2004.</i>		ENCLOSED / NOT ENCLOSED	
	<i>b. Bidders should enclose a copy of license for storage and transportation of compressed gases in accordance with Static and Mobile Pressure vessels rules 1981.</i>		ENCLOSED / NOT ENCLOSED	
	<i>c. All the necessary test certificate and colour specification &amp; markings of cylinders should be followed as per rules issued by Govt of India over time to time.</i>		CONFIRM	NOT CONFIRM
11	Bidders have to confirm that whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL (With reference to S.No.28 of Annexure – A).			

(BIDDERS NOT CONFIRMING TO ANY OF THE ABOVE REQUIRED CONDITIONS ARE LIABLE FOR REJECTION)

SIGN AND SEAL OF  
AUTHORIZED PERSON

## ANNEXURE - C

### IMPORTANT FOR NEW VENDORS:

VENDORS (MANUFACTURERS ONLY) CURRENTLY NOT REGISTERED WITH BHEL TRICHY & WISH TO PARTICIPATE IN THIS ENQUIRY SHOULD FURNISH THE FOLLOWING DOCUMENTARY PROOF / INFORMATION ALONG WITH OFFER, OTHERWISE YOUR OFFER WILL NOT BE CONSIDERED FOR EVALUATION.

1. *Certificate of Registration (copy of Certificate to be submitted).*
2. *Banker's Information (copy of Bank Pass Book first Page to be submitted).*
3. *MSME Vendor Certificate (if applicable).*
4. *Address of your organization (Complete Postal Address with PINC ode).*
5. *Contact Person/s, Phone No., Mobile No., FAX No., E-mail ID.*
6. *Statutory documents – VAT / TIN/ EXCISE REGISTRATION / SERVICE TAX REGISTRATION / CST REGN etc. (Copy to be furnished).*
7. *NSIC/SSI Certificate (if applicable).*
8. *ISO Certificate (if applicable).*
9. *Experience certificate as proof of supply of similar item to any Govt.agencies / PSU / Organisations. (Copy of POs to be furnished).*
10. *Completion certificate for the above Supply against proof submitted for S.no.9 above.*
11. *Audit Report / IT Return (if applicable).*
12. *Agency Agreement with manufacturer (if applicable).*
13. *Partnership Deed (if applicable).*

### *IN CASE OF "MSME" suppliers:*

The MSE suppliers can avail the intended benefits only if they submit following the along with offer,

1. **Attested copies of EM - II certificate having deemed validity (Two years from the date of issue of acknowledge in EM – II) or valid NSIOC certificate or EM – II certificate along with CA certificate (Format enclosed as per Annexure –I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM – II is over.**
2. **Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.**

### Note:

For verification of data submitted towards evaluation of bidder's capability, BHEL may decide to visit the bidder(s) works. Any fact found deviating from submitted data shall make the bidder liable to be disqualified. If the new vendors fail to submit the above documentary proof/information, their offers will not be considered for this enquiry.

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S .....  
(hereinafter referred to as 'company') having its registered office at  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part-II) ..... dtd:.....,  
Category: ..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on  
date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs.....Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of  
Rs.....Lacs for .....Micro / Small (Strike off which is not applicable)  
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

**PART - II**

**PRICE BID**

(PRICE BID SHALL BE AS PER BHEL FORMAT ONLY)

Tender Enquiry No:		Date:
Description of material : Ultra High Purity Argon Gas Gr-I		
Total quantity : 15,000 M <sup>3</sup>		
S.No	DETAILS	RATE PER M <sup>3</sup> FOR BHEL/TRICHY
1	Basic Rate	
2	State surcharge (if applicable)	
3	Discount (if any)	
4	Subtotal (S.No.1 + 2 - 3)	
5	ED & Cess @	
6	VAT @ /CST@	
7	Freight charges	
8	Service tax @ on freight charges	
9	Other charges (if any)	
Grant total (S.No.4 to 9)		

AMOUNT IN WORDS (F.O.R BHEL / STORES / TRICHY): \_\_\_\_\_

**Note:** 1) No advance payment will be made on any circumstance.

2) Before quoting the price the tenderes should have the full understanding about BHEL terms & conditions.