



429-002/A

BHARAT HEAVY ELECTRICALS LIMITED

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

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

Enquiry No	Enquiry Date	Due Date for Quotation
1901400333 - 43	21.11.2014	12.12.2014
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	130071760000 BRAKE OIL DOT -3 IN 500ML PACK	L	100.000	100.00	16.02.15
20	130071770000 BRAKE OIL DOT - 4 IN 500ML PACK NOTE: FOR BRAKE OIL DOT-3 & DOT-4, VENDORS SHOULD QUOTE FOR ANY OF THE FOLLOWING BRANDS ONLY. OFFERS FOR ANY BRAND OTHER THAN THE FOLLOWING BRANDS WILL BE REJECTED. BRANDS REQUIRED : KBX/CASTROL/TVS/BP/HP/MAK	L	60.000	60.00	16.02.15

General Note:

VENDORS SHOULD SUBMIT THEIR OFFER IN TWO PART AS PER THE INSTRUCTION GIVEN IN ANNEXURE -A.

NEW VENDORS HAVE TO SUBMIT THE DOCUMENTS AS REQUIRED IN THE ANNEXURE - C WITHOUT FAIL.

Enclosures:

"LD clause has to be confirmed without fail."

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.

VIGILANCE AWARENESS WEEK


27 th OCT to 1st NOV 2014

FOR VIGILANCE RELATED COMPLAINTS,

CONTACT DGM/VIGILANCE

PHONE:0431-2577552,2577636

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


C. MUTHUVEL
Manager
MANAGER / PURCHASE
(FOSSIL BOILERS) Raw Materials
Yours faithfully,
620 014

BHARAT HEAVEY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 620 014

ANNEXURE - A

TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BID)

(Offers shall be submitted in the Annexures of BHEL only, other formats will not be considered for evaluation)

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)**. (Mail offers will not be considered and evaluated)
- 2.1. **Techno-Commercial Bid:**
 - a) Duly filled and signed Techno Commercial Bid (Annexure – B).
 - b) Duly signed Annexures – A & C ('C' for new vendors)
 - c) 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 super scribed as “Techno-Commercial Bid and Price Bid “ for Enquiry No:Dt.: Due Dt.: (“Envelop which does not bear the correct enquiry no & date will not be opened by BHEL”).

3. Your offer should be addressed to: ***The Manager,
Purchase Department / PSS,
Materials Management / Raw Materials,
24 Building (4th 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. Tender document will be opened on the due date as given in the enquiry and if the due date falls on holiday, the tender document will be opened immediately on the next working day.

7. Place of tender opening on “Purchase Conference Hall, 24 Building (4th floor), BHEL / HPBP, Trichy – 14.

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

9. 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 up to 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).

10. Payment Terms (Indigenous)

Payment term shall be 100% after 45 days on 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.**

11. Liquidated Damages / Penalty:-

Staggered delivery: 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).

12. 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.

13. 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.

13.1. 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.

14. No revision of prices will be entertained after bids / tenders are opened.

15. 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.

16. On the due date of tender opening, only the technical bids will be opened. Technical bids / Pre-qualification criteria 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.

17. 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.

18. BHEL reserves the right to increase or decrease the tendered quantity and split the tender quantity in the ratio as indicated below,

- **20% of the tendered quantity is earmarked for MSE suppliers in this tender. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.**
- **Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement earmarked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.**
- **In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.**

- MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue in acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per Annexure I where deemed validity of EM II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

- In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.

- In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system, tendered quantity being low etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

19. a. 20% of the tendered quantity is earmarked for MSE suppliers in this tender. The earmarked 20% quantity will be counter offered to the MSE vendors whose rate is within L1+15% band & up to H1. In case of non-acceptance of the counter offering of 20% reservation to MSE vendors, the total tender quantity will be ordered on L1 vendor.

b. If L1 is from a Micro / Small enterprise, the 20% earmarking provision is not applicable and enquiry quantity will be ordered L1 vendor only.

c. If there is no response from MSE vendors the above 19 (a) & 19 (b) will not be applicable and the total tender quantity will be ordered on L1 vendor only.

20. In the event of more than one vendor becoming L1 for any of the item / items, the enquiry quantity for those item / items will be shared equally among all the L1 vendors. For such item / items splitting will be done among L1 vendors alone and not as mentioned in the point no 19 above.

21. 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.

22. 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.

23. **PACKING AND MARKING:** Materials should be securely and suitably packed to avoid transit damages.

24. **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.

25. **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.

26. 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.

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

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

29. 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.

30. 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**

S. 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 _____ %
4	VAT / CST against form 'C'	SUPPLIER OPTION	INCLUSIVE / EXTRA _____ %
5	DEIVERY SCHEDULE	SINGLE SUPPLY ON OR BEFORE THE P.O DELIVERY DATE	NON DEVIATABLE
6	PAYMENT TERMS	AFTER 45 Days FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIALS AT BHEL (For details please read S.No:10 of "Annexure – A")	ACCEPTED / NOT ACCEPTED (Deviation if any: _____)
7	LD CLAUSE	0.5% PER WEEK TO MAXIMUM OF 10% (For details please read S.No:11 of "Annexure – A")	NON DEVIATABLE
8	RISK PURCHASE CLAUSE	(For details please read S.No:24 of "Annexure – A")	NON DEVIATABLE
9	PRICE VARIATION	NO PRICE REVISION SHALL BE ENTERTAINED TILL COMPLETION OF ORDERED QUANTITY INCLUDING EXTENSION / VARIATION IF ANY.	NON DEVIATABLE
10	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :	
11	BRAND (TO BE SPECIFIED) : _____ SIZE OF PACKING TO BE SPECIFIED : _____		
12	<i>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.30 of Annexure – A).</i>		

(Offers not received with the above document will not be considered for evaluation and liable for rejection)

(BIDDERS SHOULD SUBMIT THEIR OFFER IN THE BHEL FORMAT ONLY, OTHER FORMATS WILL NOT BE CONSIDERED)

SIGN AND SEAL OF THE AUTHORIZED
PERSON TO SIGN THE TENDER DOCUMENT

Annexure - C (For NEW VENDORS only)

SI No	Details	Document submission
1	Nature of ownership & relevant documents. <i>(Proprietorship-Professional Tax Regn & Municipal Regn; Partnership firm – Partnership Deed; Co-operative society – Society rules & bye laws ; Private/Limited Company – memorandum & Articles of Association)</i>	
2	Manufacturing range & facilities: • List down the product range & specification details. • List of Manufacturing facilities/equipment's (including material handling facility)	
3	Licence details of the factory	
4	<ul style="list-style-type: none"> • Permanent Account No • Central Sales Tax registration number • State sales Tax / TIN number • Excise duty registration number • Excise control code number • Service tax registration number • Regn number of category as per MSMED Act (If applicable) 	
5	If registered with any other BHEL unit • Letter of registration with BHEL unit (If applicable) • Proof of successfully executed or executing purchase orders	
6	Accreditation certificate for ISO:9001 / TOC of Quality System manual / ISO:14000 / OHSAS ISO 18000 (If applicable)	
7	Balance Sheet for the last three years along with the audit report	

BHARAT HEAVY ELECTRICALS LTD. TIRUCHIRAPALLI-620 014
PSS / MM / RM

ANNEXURE – I

Certificate by Chartered accountant on Chartered Accountant's 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
dated:.....
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:

Rs. Lacs

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 forMicro/Small (Strike off which is not
applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant:

PRICE BID
(PRICE BID SHALL BE AS PER BHEL FORMAT ONLY)

TENDER ENQUIRY NO:		DATE:	DUE.DATE:
DESCRIPTION OF MATERIAL: SUPPLY OF BRAKE OIL DOT – 3 & DOT – 4 IN 500ML PACK			
TOTAL QUANTITY : DOT – 3 : 100 LITRES DOT – 4 : 60 LITRES			
S.NO	DETAILS	RATE OF 500 ML PACK	
1.1	BASIC RATE OF DOT – 3		
1.2	BASIC RATE OF DOT – 4		
(BASIC RATE SHALL BE INCLUSIVE OF ALL OTHER CHARGES LIKE PACKING & FORWARDING, HANDLING, FREIGHT & INSURANCE, ETC.)			
2	ED & CESS @ _____ %		
3	VAT @ _____ % / CST@ _____ % (AGAINST FORM 'C')		

DOT – 3 OIL RATE IN WORDS

DOT – 4 OIL RATE IN WORDS

- Note:** 1) No advance payment will be made on any circumstance.
2) Before quoting the price the tenderer should have the full understanding about BHEL terms & conditions.