



# BHARAT HEAVY ELECTRICALS LIMITED

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

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

429-002/A

	<b>Enquiry No</b> 1901500223 - 58	<b>Enquiry Date</b> 23.09.2015	<b>Due Date for Quotation</b> 14.10.2015
<p>Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. <b>Bid should be submitted in two parts. 1.Techno-commercial bid (Part-I) and 2.Price bid(Part-II) in a separate sealed cover and both covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date &amp; Enq. Due date must be written on all three covers.</b></p>			

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	130030140000  Compressed Hydrogen Gas in cylinders. Compressed Hydrogen Gas Specification: Hydrogen Percent by volume, minimum = 99.98 Oxygen, ppm (maximum) =6 Nitrogen, ppm (maximum) =100 Moisture Content ppm (maximum) =6 Dew Point = (-65 degree Celsius) Carbon dioxide, ppm (maximum) = 5 Carbon monoxide, ppm (maximum) = 1 Mercury, (mg/cubic meter), maximum = NIL. Hydrocarbons, ppm (maximum) = 1. Hydrogen Gas Cylinder details -The Gas shall be supplied in 7 cubic meter supplier own cylinders having internal (female) thread with a pressure of 150 (Kg/ square centimeter). The marking, painting and labeling of the cylinders shall be in accordance with the Gas Cylinder Rules, 1940 with such modifications as may be ordered from time to time by the chief Controller of Explosives, Government of India or other duty constituted authority. Bidder should agree for Staggered supply of gas as and when required by BHEL (In both BHEL owned cylinders and supplier own cylinders). Supplier should agree that supply shall accompany the material safety data sheet (MSDS) along with first lot of supply. Test Certificate is required along with each supply. Rental free period for 75 numbers hydrogen gas cylinders - 90 days. Delivery Schedule: Staggered supply of gas as and when required by BHEL. First supply shall be of 75 numbers cylinders within 15 days after receipt of purchase order.Tentative weekly requirement shall be 50 numbers.	M3	6000.000	6,000.00	31.12.16

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.

**R. KILLIVALAVAN**  
Engineer  
PURCHASE / PSS / MM  
BHEL, TRICHY - 620 014.

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED

MANAGER / PURCHASE  
(FOSSIL BOILERS)  
Yours faithfully,



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1901500223 / 23.09.2015

23505

**General Note:**

**ENCLOSURES:**

- 1) ANNEXURE-A--TERMS AND CONDITIONS
- 2) ANNEXURE-B--COMMERCIAL TERMS
- 3) ANNEXURE-C--PRICE BID FORMAT AND
- 4) ANNEXURE-N--FORM FOR NEW VENDORS

All the tenders may be addressed to the following address:

**The Tender Opening Cell / MM  
Room No: 26, Building 24, Ground Floor  
Bharat Heavy Electricals Limited  
TIRUCHIRAPALLI 620014**

In case personal delivery of the offer, it shall be dropped into the respective box kept in Room No: 26, after duly entering the data in the system.

Offers will be accepted only up to 14.00 Hrs on the due date. Therefore, vendors shall ensure to submit the offers well before this time. All due date extension requirements should be addressed to the respective Purchase mail IDs. All the due date extension requests from vendors will be considered only up to 48 hours before the due date and time.

Vendors are requested to avoid submission of offers through e mail / fax. In case of any unavoidable situation, offers shall be sent through e mail to the following mail ID only tender\_cell@bheltry.co.in.

As tenders are being opened by Common Tender Opening Cell, offer covers should be sealed with tenderer's distinctive seal and super scribed with correct Tender No. item of supply and due date of opening.

The offers will be opened at 14.30 hrs on the due date of the 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.

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.

**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.

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED

**R. KILLIVALAVAN**  
Engineer  
PURCHASE / PSS / MM  
BHEL, TRICHY 14.

MANAGER / PURCHASE  
(FOSSIL BOILERS)  
Yours faithfully,

## ANNEXURE – A

### TERMS AND CONDITIONS

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 (Techno Commercial Bid) and Part - II (Price Bid).
3. **Part – I (Techno-Commercial Bid):**
  - I. Duly Signed Tender Document
  - II. Duly signed Annexure – A (Terms and Conditions)
  - III. Duly filled & signed Annexure – B (Techno Commercial Bid)
  - IV. Signed and **unfilled** Annexure – C (Price Bid)
  - V. Signed and filled Annexure – N (**Applicable for New Vendors only**. Supporting documents should be submitted along with this bid)

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.

4. **Part – II (Price Bid):**
  - I. Duly filled and signed Annexure – C (Price Bid)

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.

5. 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.: .....

6. Your offer should be addressed to:  
**Tender Opening Cell/MM,  
Room No 26,  
24 Building (Ground Floor),  
Bharat Heavy Electricals Limited,  
Tiruchirappalli - 620 014.**

7. Any clarifications related to the enquiry should be addressed to [kvalavan@bheltry.co.in](mailto:kvalavan@bheltry.co.in) and tender number should be mentioned in the subject. Any clarifications without the reference of tender number in the subject will not be entertained.
8. 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. Offers through E-Mail/Fax will not be accepted.
9. Any techno commercial clarifications/request for tender due date extensions with valid acceptable reasons to be addressed to BHEL prior to 48 hours of tender due date. BHEL reserves the rights to extend the due date as per their discretion.
10. Tender document will be opened on the due date as given in the enquiry and if the due date falls on holiday, the tender documents will be opened immediately on the next working day.
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.

**13. 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 tenders are opened.
15. Validity of quoted rates shall be valid minimum at least 90 days from the date of technical bid opening. The quoted/Finalized rates shall be Firm till completion of the supplies.
16. The rates are to be quoted on F.O.R. destination basis only (Inclusive of Packing, Forwarding, and Freight and Transit Insurance charges to supplier account). Other delivery conditions 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 and such offers will be summarily rejected.
17. 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.
18. 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.

**19. 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.

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

(Any deviations in the LD shall attract loading to the extent of relaxation sought to which it is not agreed by the bidder at offered value).

In case of staggered delivery schedule, if the Supplier fails to deliver the quantity of any line item of the P.O within the period specified in that line item, Purchaser shall deduct Liquidated Damages, 0.5% of the undelivered portion per week delay or part thereof subject to maximum of 10% of the total order value

21. Ranking L-1, L-2 etc. shall be done for individual items for the techno-commercially acceptable offers based on the landed cost to BHEL, Trichy and BHEL reserves the right to place order for individual items with different vendors.
22. 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.
- 23. ORDERING RATIO:**
- a) Order will be split in the ratio of 70:30 (between L1, L2 / L3 at matched L1 F.O.R rate in the order of commercial ranking based on the acceptance of the vendors). Counter offering of L1 rate will not be made with any H1 vendor.
- b) In case of counter offering rate does not accepted by the L2 as well as L3 vendor, such counter offer quantity also will be ordered on L1 vendor.
24. 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.
25. 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.
26. 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.
27. BHEL reserves the right to negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
28. BHEL deserves the right to increase or decrease the tendered quantity.
- 29. 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.
- 30. 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.
31. 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.
32. Bidders not confirming to the enquiry specification mentioned will be disqualified.
33. Any corrigendum related to the enquiry will be hosted in the BHEL website only, Bidders should visit the website(s) to keep themselves updated.

34. 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.
35. 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 THE BGDATE OF TECHNICAL 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	Staggered supply of gas as and when required by BHEL. First supply shall be of 75 numbers cylinders within 15 days after receipt of purchase order. Tentative weekly requirement shall be 50 numbers.	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:19 of "Annexure - A")	ACCEPTED / NOT ACCEPTED
7	LD CLAUSE	0.5% PER WEEK TO MAXIMUM OF 10% (For details please read S.No:20 of "Annexure - A")	NON DEVIATABLE
8	RISK PURCHASE CLAUSE	(For details please read S.No:29 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	CONFIRMATION OF SPECIFICATION TO THE Compressed Hydrogen Gas in cylinders. Hydrogen Percent by volume, minimum = 99.98 Oxygen, ppm (maximum) =6 Nitrogen, ppm (maximum) =100 Moisture Content ppm (maximum) =6 Dew Point = (-65 degree Celsius) Carbon dioxide, ppm (maximum) = 5 Carbon monoxide, ppm (maximum) = 1 Mercury, (mg/cubic meter), maximum = NIL. Hydrocarbons, ppm (maximum) = 1.		CONFIRM / NOT CONFIRM
12	1) Hydrogen Gas Cylinder details -The Gas shall be supplied in 7 cubic meter supplier own cylinders having internal (female) thread with a pressure of 150 (Kg/ square centimeter). 2) Rental free period for 75 numbers hydrogen gas cylinders-90 days.		CONFIRM / NOT CONFIRM
13	a. Supplier should enclose a copy of license for filling and storage of compressed gas as per gas cylinder rules.		ENCLOSED / NOT ENCLOSED
	b. The gas shall be compressed and supplied in cylinders. The design of cylinders, pressure of gas in cylinders, packing, marking, painting, labeling and transport of cylinders shall be in according with the gas cylinder rules of government of India with such modifications as may be ordered from time to time by Chief Inspector of Explosives.		CONFIRM / NOT CONFIRM
	c. Supplier should ensure that supply shall be arranged along with Material Safety Data Sheet (MSDS) with first lot of supply and Test Certificate with each lot of supply by confirming to its specifications (offers received without the above confirmation will be liable for rejection)		CONFIRM / NOT CONFIRM
14	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.35 of Annexure - A).		YES / NO

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

## ANNEXURE C

### PRICE BID

(PRICE BID SHALL BE AS PER BHEL FORMAT ONLY)

TENDER ENQUIRY NO:	DATE:	DUE DATE:
<b>DESCRIPTION OF MATERIAL:</b> <b>Compressed Hydrogen Gas in cylinders.</b> <b>Compressed Hydrogen Gas Specification:</b> Hydrogen Percent by volume, minimum = 99.98 Oxygen, ppm (maximum) =6 Nitrogen, ppm (maximum) =100 Moisture Content ppm (maximum) =6 Dew Point = (-65 degree Celsius) Carbon dioxide, ppm (maximum) = 5 Carbon monoxide, ppm (maximum) = 1 Mercury, (mg/cubic meter), maximum = NIL. Hydrocarbons, ppm (maximum) = 1. Hydrogen Gas Cylinder details -The Gas shall be supplied in 7 cubic meter supplier own cylinders having internal (female) thread with a pressure of 150 (Kg/ square centimeter).		
<b>TOTAL QUANTITY : 6,000 M<sup>3</sup></b>		
S.NO	DETAILS	RATE PER M <sup>3</sup>
1	<b>BASIC RATE</b> (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')	
<b>TOTAL RATE (S.NO.1 TO 3)</b>		

TOTAL AMOUNT IN WORDS

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- 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.

SIGN AND SEAL OF AUTHORIZED PERSON

**BHARAT HEAVEY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI - 620 014**

**ANNEXURE - N  
(FOR NEW VENDORS ONLY)**

SI No	Details	Document Submission
1	<b>Nature of ownership &amp; relevant documents</b>	
	<b><u>Proprietorship</u></b>	
	Professional Tax Regn	YES / NO
	Municipal Regn	YES / NO
	<b><u>Partnership firm</u></b>	
	Partnership Deed	YES / NO
	<b><u>Co-operative society</u></b>	
Society rules & bye laws	YES / NO	
<b><u>Private/Limited Company</u></b>		
Memorandum & Articles of Association	YES / NO	
<b><u>State Govt. / Govt. Of India Undertaking</u></b>		
Memorandum & Articles of Association	YES / NO	
2	<b>Nature of Business</b>	
	(Manufacturing Unit) (Indian Subsidiary - attach authorization certificate of principal)	YES / NO
2	<b>Manufacturing range &amp; facilities: (If applicable)</b>	
	• List down the product range & specification details. • List of Manufacturing facilities/equipment's (including material handling facility)	YES / NO
3	Licence details of the factory	YES / NO
4	• Permanent Account No	YES / NO
	• Central Sales Tax registration number	YES / NO
	• State Sales Tax / TIN number	YES / NO
	• Excise Duty Registration number	YES / NO
	• Excise Control Code number	YES / NO
	• Service tax registration number	YES / NO
	• Regn number of category as per MSMED Act (If applicable)	YES / NO
5	<b>If registered with any other BHEL unit</b>	
	• Letter of registration with BHEL unit (If applicable)	YES / NO
6	Accreditation certificate for ISO:9001 / TOC of Quality System manual / ISO:14000 / OHSAS ISO 18000 (If applicable)	YES / NO