



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
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Web:

429-002/A

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------|-------------------------------------------------|
| | Enquiry No 2001400515 - 42 | Enquiry Date 04.09.2014 | Due Date for Quotation 17.09.2014 |
| 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 | Unmanaged Single mode media converter with internal AC power supply Max distance # 15 km Data transfer rate # 1000 Mbps 1 x SC fibre port and 1 x gigabit Ethernet copper port Led status indicator for easy diagnosing and monitoring network activity Auto MDI-I/MDI-X copper Ethernet port Supports for Auto Negotiation, Enable/Disable for Copper port via DIP switch settings Transparent Pass through tagged and untagged data traffic Make # D-link, Mrotek, Aambernet, Baton Unmanaged Single mode media converter | NO | 40.000 | 40.00 | 17.10.14 |

General Note:

- 1.Terms and conditions as per enclosed annexure.
- 2.The validity of the offer should be 90 days. If the supplier does not accept validity of the offer 90 days from the date of technical bid opening, such offer will be rejected.
- 3.The enquiry number and due date which is supercribe on the outer cover of the techno-commercial bid should be same as per our enquiry number and due date, otherwise we will not considered that offer.

Enclosures:

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

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

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED
N. SHANMUGASUNDARAM
Purchase Officer / PSS
Management (MFG)
Bharat Heavy Electricals Ltd
Tiruchirappalli - 620 014.
MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,

BHARAT HEAVEY ELECTRICALS LIMITED
(A GOVT.OF INDIA UNDERTAKING)
HIGH PRESSURE BOILER PLANT
TIRUCHIRAPPALLI - 620 01

Annexure

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. Techno-Commercial Bid: Containing Technical details, specifications, commercial terms and conditions like percentage of P&F charges, Freight & Insurance, ED, Cess, Taxes (BHEL will not provide "C" form for Non-Production Items), delivery terms, delivery schedule, validity of offer, payment terms (except price details), acceptance for LD clause, etc. shall be put in a cover and superscribed as "Techno-Commercial Bid" for Enquiry No. XXXXXXXXXXXX Dt:XX.XX.XX Due Dt.XX.XX.XX

3. Price Bid: Containing the price details shall be put in a separate cover and superscribed as "Price Bid" for Enquiry No: XXXXXXXXXXXX Dt:XX.XX.XX Due Dt.XX.XX.XX .

The enquiry number and due date which is superscribed on the outer cover of the techno-commercial bid and price bid should be same as per our enquiry number and due date ,otherwise we will not considered such offers.

4. 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: XXXXXXXXXXXX Dt:XX.XX.XX Due Dt.XX.XX.XX 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. **Your Quotations should be sent to:**

*The Manager,
Purchase Department / PSS,
Materials Management / Raw Materials,
24 Building (4th Floor),
Bharat Heavy Electricals Limited,
Tiruchirappalli - 620 014.*

5. Please submit point wise compliance to our specifications, terms and conditions, as mentioned commercial Terms confirmation format (i.e taxes & duties, F.O.R,ED cess, P&F,Frieght & insurance,payment terms,LD clause etc.). Otherwise it will be presumed that you are accepting BHEL's terms and conditions.

6. Offer/s received after due date and time: 02:00 pm will not be considered under any circumstances.

7. Validity of quoted rates shall be maintained at least for 90 days from the date of Tender opening for ordering, otherwise offer will not be considered against this enquiry. The quoted/Finalized rates shall be Firm till completion of the supplies.

8. 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. The material should be delivered at BHEL Complex, Trichy by your carrier and at your own cost (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, Transportation of materials on "TO PAY" basis etc is not acceptable to us),such type of offer will be rejected.

09. 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.

10. Payment Terms (Indigenous)

Stores:

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.

Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of Goods to Site/Stores with Consignee copy attached. In this case Loading will be 5% on the offered value. Any other option through bank, other than the above, is not acceptable to BHEL and the offer is liable for rejection.

LC/Advance Payment will not be operated for indigenous vendors. Offers of indigenous vendors with payment terms as LC/Advance Payment are liable for rejection. Exceptional deviation to the above after adequate loading will require approval of competent authority as per the Policy guidelines.

11. 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.

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). BHEL will consider the ranking after the loading is applied as referred above (SL no.10 &11) wherever deviations are observed.

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. 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.a. BHEL reserves the right to increase or decrease the tendered quantity and split the tender quantity in the ratio as indicated below a. 20% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE Vendors should meet the tender requirements of BHEL.

b. The balance 80% of the tendered quantity may be ordered in the ratio of 85 : 15 between L1 and L2 vendor at matched L1 rate. If L2 vendor do not match L1 rate, the 30% quantity will also be ordered on L1 vendor. **(In case of non-receipt of offers from MSE vendors the quantity will be split and award as 70:30 between L1 & L2 vendor at matched L1 rate. If L2 vendor do not match to L1 rate, then the respective quantity will also be ordered on L1 vendor)**

c. If L1 or L2 offer is from a Micro / Small enterprise, the 20% earmarking provision is not applicable and the 70 : 30 ratio will be adopted for the 100% of the tendered quantity.

d. Counter offering of L1 rate will not be made with any H1 vendor (irrespective of the category MSE or Non-MSE). Besides, counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15% excepting in the case of they become L2 status.

18. 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 17 (a) & 17 (b) above.

19. 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.

20. 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.

21. 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.

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

23. **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.

24. **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.

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. "All corrigenda, addend a, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) only (apart from unit website-if any). Bidders should regularly visit website(s) to keep themselves updated.

28. **Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:**
(Subject to participating MSE vendors should meet the tender requirements of BHEL)

- 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
- Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.
- 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 offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate 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. 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.
- 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 etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1. becomes L1 the total enquiry quantity will be equally shared among all the L1 vendors.

29. BHEL reserves the right to negotiate with L1 bidder.

30. IMPORTANT NOTE:-Terms and conditions to be confirmed /accepted/mentioned in your techno-commercial bid and price bid should be the same without any variation/deviation. In case of variation/deviation between the techno-commercial bid and price bid, the details furnished in techno-commercial bid only are considered for evaluation.

31. The new vendors for Trichy unit will be required to furnish the following documentary proof/information along with their offers:

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. Audit Report / IT Return (if applicable).
11. Agency Agreement with manufacturer (if applicable).
12. Partnership Deed (if applicable)

If the new vendors for Trichy unit fail to submit the above documentary proof/information, their offers will not be considered for this enquiry.

32. COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIER (TO BE SUBMITTED IN COVER NO: 1). The techno- commercial terms both in the offer and our enclosed format (clause 31) should be same and if any deviation/s in between the offers and enclosed format (clause 31) is found, the commercial terms as per our enclosed format will only be considered.

| SL. NO | DESCRIPTION | BHEL REQUIREMENTS | SUPPLIER CONFIRMATION |
|--------|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------|
| 1 | VALIDITY | 90 Days from Date of tender opening | |
| 2 | PRICE QUOTED | FOR-DESTINATION BHEL STORES TRICHY -620014 | |
| 3 | PACKING & FORWARDING (Whether inclusive (or) extra) Clearly mention the percentage (or) amount | Supplier Options | INCLUDED / EXTRA (INCASE OF EXTRA MENTION THE PERCENTAGE _____) |
| 4 | EXCISE DUTY WITH CESS (Whether inclusive (or) extra) Clearly mention the percentage (or) amount | Supplier Options | INCLUDED / EXTRA (INCASE OF EXTRA MENTION THE PERCENTAGE _____) |
| 5 | VAT / CST Clearly mention the percentage | Supplier Options | |
| 6 | FREIGHT (Whether inclusive (or) extra) Clearly mention the percentage (or) amount | Supplier Options | INCLUDED / EXTRA (INCASE OF EXTRA MENTION THE PERCENTAGE _____) |
| 7 | DEIVERY SCHEDULE | AS PER BHEL SCHEDULE | |
| 8 | PAYMENT TERMS | 100% After 45 days from the receipt and acceptance of materials. | |
| 9 | LD CLAUSE | 0.5% per week to maximum of 10% for the total value. | |
| 10 | MSME CERTIFICATION | To be attached | ATTACHED / NOT ATTACHED |
| 11 | CONTACT PERSON DETAILS | NAME: MOBILE NO: EMAIL : | |
| 12 | For New Vendor | Document mentioned in clause no. 31 should be submitted. | Yes/No |

BIDDERS SHALL SUBMIT THEIR PRICE IN THE FOLLOWING FORMAT ONLY. (TO SUBMITTED IN SEPARATE COVER NO: 2).

| ENQ SL NO | BHEL SPECIFICATIONS | YOUR SPECIFICATION | PRICE IN RS |
|-----------|---------------------|--------------------|-------------|
| 10 | | | |
| 20 | | | |

SHANMUGASUNDARAM
Purchase Officer / PSS
Materials Management (MFG)
Bharat Heavy Electricals Ltd
Tiruchirappalli - 620 014.

(Handwritten Signature)