



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

	Enquiry No 2001500526 - 73	Enquiry Date 28.08.2015	Due Date for Quotation 19.09.2015
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. 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 & Enq. Due date must be written on all three covers.			

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
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10	130220050000 TRICHLORO-ETHYLENE IS:245/LATEST IN 45 KGS NON-RETURNABLE CONTAINERS.	KG	4000.000	4,000.00	20.10.15
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General Note:

TERMS AND CONDITIONS ARE ENCLOSED

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.

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.

MUTHUVEL G
Manager
Purchase / PSS
Tender Management

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED

MANAGER / PURCHASE



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2001500526 / 28.08.2015

23505

Enclosures:

"LD clause has to be confirmed without fail."

The offers should reach us 30 minutes before the time of opening of tenders.
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tenderers who have submitted their offer and who may like to be present at the tender
opening.Late and delayed offers are liable to be rejected.

MUTHUVEL
Manager
Purchase / PSS
Materials Management
THIRUCHIRAPALLI - 620014

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


MANAGER / PURCHASE

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

ANNEXURE - A

TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BID)

1. The enquiry will be operated on two part bid basis i.e.
 - (I) **Techno-Commercial Bid &**
 - (II) **Price Bid.**
2. The Part-I (Techno-Commercial Bid) and Part-II (Price Bid) are to be submitted in a single envelope with the super scribed as **“Techno-Commercial Bid and Price Bid for Enquiry No: Dt.: Due Dt.:”**

2.1 Techno-Commercial Bid:

- a. Duly signed **Enquiry Document**
- b. Duly signed **Annexure – A**
- c. Duly filled and signed **Annexure – B**
- d. Duly signed **un-filled Annexure – C**
- e. Duly filled and signed **Annexure – D (Applicable only for new vendors. Also enclose the copies of supporting documents wherever necessary)**
- f. Sample should be submitted along with Techno-Commercial Bid where sample is insisted in the Enquiry, if sample is not received for the Enquiry where BHEL is insisted, that offer will be summarily rejected. If sample is insisted in the enquiry, then the sample should be super scribed with the enquiry sl. no for identification and evaluation. Samples without the identification will not be considered and offer will be rejected.
- g. Duly signed **Annexure – S** (If mentioned in the enquiry)

You are requested to put the above documents inside a separate sealed envelope and this envelope shall be super scribed as **“Part I – Techno- Commercial bid for Enquiry No:Dt.:Due Dt.:”**

2.2 Price Bid:

- a. Duly signed and filled in Price bid (Annexure – C) with price details.

You are requested to put the price bid inside a separate sealed envelope and this envelope shall be super scribed as **“Part II – Price bid forEnquiry No:Dt.: Due Dt.:”**

2.3 Each envelope should be sealed with bidder’s distinctive seal.

2.4 Two or more enquiry quotations should not be sent in single envelop.

2.5 Quotation against each enquiry should be sent in a separate envelope to avoid confusion.

2.6 Offer should not be addressed to any individual's name.

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

Mail offers should be addressed to the MAIL ID: tender_cell@bheltry.co.in

4. The envelop should be correctly super scribed with correct tender no, date and tender due date. Else the quotations will not be included in the respective tenders. BHEL woes no responsibility if the above are complied with.
5. 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.

6. The offer along with the sample if insisted in the Enquiry should reach our office on or before the due date as mentioned in the enquiry by 14.00 Hrs. Offers received after 14.00 Hrs will not be considered for evaluation and it will be summarily rejected. Offers through Fax will not be accepted. 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.
7. Tender will be opened on the due date as mentioned in the enquiry. If the due date falls on holiday, the tender document will be opened immediately on the next working day.
8. Quoted price/rate should be valid for minimum of 90 days from the date of price bid opening. The quoted/Finalized rates shall be Firm till the completion of the supplies.
9. The rates are to be quoted on F.O.R. destination basis only. It should be inclusive of Packing & Forwarding and Freight & Insurance. Other delivery conditions like Ex-works / Ex-Godown will be summarily rejected.
10. Offers should be **free** from **CORRECTION and ERASURES**.
 - a. Corrections if any must be attested;
 - b. All amounts shall be indicated both in words as well as in figures.
 - c. If there is difference between amount quoted in words and figures, amount quoted in words shall only be considered.
 - d. 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 with the quantity), the unit price shall prevail and the total price will be corrected accordingly, unless in the opinion of the purchaser that 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 will be corrected accordingly.
 - e. 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 accordingly.
 - f. 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 (d) and (e) above.
11. No revision of prices will be entertained after enquiry is opened.

12. 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.

NOTE: 100% payment against dispatch document through bank / 90% payment against through document through bank + 10% payment after acceptance of materials / Cheque payment / payment against proforma invoice / advance payment / current cheque or post-dated cheque along with purchase order will not be accepted and those offers will not be considered.

13. 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).

Single delivery schedule:

If the Supplier fails to deliver the P.O quantity within the period specified in the contract, then the Purchaser shall deduct liquidated damages, 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.

14. 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.

15. SALES TAX:

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. 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 bidder is availing CENVAT credit for this input material, the effect of Proforma credit should be passed on to the purchaser. Bidder under "CENVAT" shall be preferred.

17. On the due date of enquiry opening, only the Techno - Commercial bids will be opened. Techno - Commercial 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.

18. 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.

19. 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 and not mentioned in the point no 20 below.

20. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE) BIDDERS:

- i. 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
- ii. 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 ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
- iii. 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.
- iv. 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.
- v. 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.

- vi. 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.
21. Lowest price received against BHEL enquiry need not be the technically acceptable one and in that case BHEL reserves the rights to not to consider the same. The purchaser shall be under no obligation to accept the lowest or any other offer and shall be entitled to accept or reject any offer in part or full without assigning any reason whatsoever.
22. BHEL reserves the right to negotiate or re-float the enquiry opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
23. Any other conditions which might have been quoted by the seller and are in contravention to the terms and prescribed in the enquiry and which have not been specifically accepted by purchaser will not be applicable to the contract.
24. Any corrigendum related to the enquiry will be hosted in the BHEL website only, Bidders should visit the website(s) to keep themselves updated.
25. The correspondence between the bidder and BHEL through email is considered as valid document legally though it is 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.
26. Bidders participating in the enquiry 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 complete 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 at any stage of the finalization of the enquiry. Such bidders will not be permitted to participate in the further enquiry proceedings and will be communicated suitably.
27. Bidders not confirming to the enquiry specifications will be disqualified.
28. Conditional offers will be rejected.
- 29. PACKING AND MARKING:**
The supplier shall arrange for securely protecting and packing the materials to avoid loss or damages during transit.
30. In case of any quality rejection of materials, the supplier has to collect the materials at his own cost within the 10 days of rejection of advice. Otherwise the materials will be scrapped.
31. Unloading at BHEL has to be done by the suppliers and BHEL will not be in a position to provide any handling / unloading facilities.

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

**ANNEXURE -B
COMMERCIAL TERMS**

S. NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION / DEVIATION (STRIKEOUT WHICHEVER IS NOT APPLICALE)
1	VALIDITY	90 DAYS FROM DATE OF TENDER OPENING	NON DEVIATABLE
2	PRICE QUOTED	FOR-DESTINATION BHEL STORES / TRICHY	NON DEVIATABLE
3	EXCISE DUTY	SUPPLIER OPTION	INCLUSIVE / EXTRA (IF EXTRA, PLEASE QUOTE % BELOW) _____ %
4	VAT	SUPPLIER OPTION	INCLUSIVE / EXTRA (IF EXTRA, PLEASE QUOTE % BELOW) _____ %
5	CST WITH FORM 'C'	SUPPLIER OPTION	INCLUSIVE / EXTRA (IF EXTRA, PLEASE QUOTE % BELOW) _____ %
6	CST WITHOUT FORM 'C'	SUPPLIER OPTION	INCLUSIVE / EXTRA (IF EXTRA, PLEASE QUOTE % BELOW) _____ %
7	DELIVERY SCHEDULE	AS PER BHEL DELIVERY SCHEDULE IN THE ENQUIRY	NON DEVIATABLE
8	PAYMENT TERMS	AS PER TERMS AND CONDITIONS MENTIONED IN THE ANNEXURE - A(After 45 days from receipt and acceptance of materials)	ACCEPTED / NOT ACCEPTED
9	LD CLAUSE	AS PER TERMS AND CONDITIONS MENTIONED IN THE ANNEXURE - A	ACCEPTED / NOT ACCEPTED
10	RISK PURCHASE CLAUSE	AS PER TERMS AND CONDITIONS MENTIONED IN THE ANNEXURE - A	NON DEVIATABLE
11	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :	
12	SAMPLES ARE SUBMITTED FOR THE EACH LINE ITEM ALONG WITH TECHNO COMMERCIAL BID		YES / NO
13	SUPPORTING DOCUMENTS ARE SUBMITTED FOR HAVING MANUFACTURING FACILITY FOR EACH OF THE ENQUIRED ITEMS		YES / NO
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 TERMS AND CONDITIONS OF ANNEXURE - A)		YES / NO

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

SIGN AND SEAL OF AUTHORIZED PERSON

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

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

Sl No	Details	Document Submission
1	Nature of ownership & relevant documents	
	Proprietorship	
	Professional Tax Regn	YES / NO
	Municipal Regn	YES / NO
	Partnership firm	
	Partnership Deed	YES / NO
	Co-operative society	
Society rules & bye laws	YES / NO	
Private/Limited Company		
Memorandum & Articles of Association	YES / NO	
State Govt. / Govt. Of India Undertaking		
Memorandum & Articles of Association	YES / NO	
2	Nature of Business (Manufacturing Unit) (Indian Subsidiary - attach authorization certificate of principal)	YES / NO
2	Manufacturing range & facilities: (If applicable) • 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	If registered with any other BHEL unit • 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

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 atis 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 per the latest audited financial year 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 MSM ED Act, 2006:
Rs..... Lacs

(Strike off whichever is not applicable)

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.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant:

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

**ANNEXURE -S
SPECIAL CONDITIONS**

1.NO SPECIAL CONDITIONS