



429-002/A

BHARAT HEAVY ELECTRICALS LIMITED

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

PHONE :2577629
 GRAMS : BHARATELEC
 FAX NO: 2520719
 E-mail: srchandran@bheltry.co.in
 Web:

	Enquiry No	Enquiry Date	Due Date for Quotation
	2611400087 - 71	26.06.2014	18.07.2014
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	560030010000A WELDING CABLE 400 AMPS 50 SQ.MM. Welding cable (Conductor material is copper) having nominal Cross Sectional Area is 50 square mm. Pre-qualification ,Technical requirements and delivery schedule as per technical annexure(WTC/WADS/14:15/T0002)	M	8000.000	8,000.00	30.03.15

General Note:

1. POINT-BY-POINT CONFIRMATION TO BHEL'S SPECIFICATIONS, COMMERCIAL TERMS & CONDITIONS ARE TO BE PROVIDED BY THE VENDORS IN "ANNEXURE A&B & TECHNICAL ANNEXURE.

2. PLEASE ENSURE THAT ALL DULY FILLED ANNEXURES ARE ATTACHED WITH THE TECHNO-COMMERCIAL BID POSITIVELY. OTHERWISE YOUR OFFER IS LIABLE FOR REJECTION.

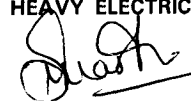
3. VALIDITY OF THE OFFER SHOULD NOT BE LESS THAN 120 DAYS.

4. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. The Terms and conditions of RA are given in Annexure-V.

LIST OF ATTACHMENTS:

1. TECHNICAL ANNEXURE
2. ANNEXURE-II TERMS AND CONDITIONS OF THE ENQUIRY. (TWO PART-BID)
3. ANNEXURE-A CHECK LIST FOR COMMERCIAL TERMS CONFIRMATION-TO BE FILLED BY THE SUPPLIER.
4. ANNEXURE-B MODEL PRICE BID FORMAT.

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**

 MANAGER / PURCHASE
 (FOSSIL BOILERS)
 Yours faithfully,



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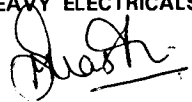
5. ANNEXURE-IV :CA certificate format to be furnished as per MSMED act 2006, if applicable (For MSME vendors)
6. ANNEXURE-V : TERMS AND CONDITIONS OF REVERSE AUCTION
7. ANNEXURE-VI CHECK LIST TO BE SUBMITTED ALONG WITH OFFER

Enclosures:

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

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


MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,

Technical Annexure		
Sl. No.	Tender Requirement	Bidder Confirmation
1	Pre-Qualificatio : Bidder shall enclose the Purchase Order copy or certificate as proof for supply of welding cable.	Enclosed / Not enclosed.
2	Welding cable (Conductor material is copper) having nominal Cross Sectional Area is 50 mm ² for carrying 400 Amperes (According to the IS 9857:1990 First Revision Reaffirmed 2010).	
3	Copper wires as per IS 8130:1984.	
4	Separator material as per IS 9857:1990 First Revision Reaffirmed 2010.	
5	Covering material :The heat resisting, oil resisting and flame retardant (HOFR) normal duty elastomeric compound shall be Type SE3 conforming to the requirements of IS 6380:1984.	
6	Cable Identification: Related to HOFR, Packing and Marking as per IS 9857:1990 First Revision Reaffirmed 2010.	
7	The length of the each welding cable reel shall be 50 meters.	
8	Year of manufacturing shall mention on each welding cable reel pack.	
9	Bidder should ensure that supply shall be arranged along with test certificate for Conductor resistance test , Oil resistance test, High voltage test (water immersion test), Flammability test as mentioned in IS 9857:1990 First Revision Reaffirmed 2010.	
10	First delivery: After placing Purchase Order within 45 days, 4000 metres Purchase order quantity shall be dispatched.	
12	Second Delivery: 4000 metres Purchase order quantity shall be dispatched between 05 December 2015 to 15 December 2015.	
Note : (1)Bidder should enclosed document regarding Point 1, otherwise Bidder offer shall be rejected. : (2)Bidders should submit their offer in annexure format (as mention above).		

Sign and Seal of Authorized Person
(With Date)

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 WITH 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, RP clause etc. as per **ANNEXURE-A (submitted in your company letter head)** shall be put in a cover (1) and super scribed as "Techno-Commercial Bid" for Enquiry No:Dt:Due Dt.:

3. **Price Bid:** Containing the price details shall be put in a separate cover (2) and superscripted as "Price Bid" for Enquiry No:Dt:Due Dt.: as per **ANNEXURE -B (submitted in your company letter head)**

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 super scribed as "Techno-Commercial Bid and Price Bid" for Enquiry No:Dt:Due Dt.:

Your Quotations should be sent to:

*Senior Manager,
Purchase Department / WC, CP&SP
Materials Management / Raw Materials,
24 Building (4th Floor),
Bharat Heavy Electricals Limited,
Tiruchirappalli - 620 014.*

5. Tender should not be addressed to any individual's name but only by designation.

6. 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.

7. 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.**

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

9. **Validity of quoted rates should be maintained for 120 days from the date of Tender opening for ordering (Technical Bid). The quoted/Finalized rates shall be Firm till completion of the supplies.**

10. 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). **All the items should be supplied at our stores, BHEL / TRICHY-14 at your own cost. Offers with any other delivery conditions shall be rejected .**

IMPORTANT NOTE: (I) 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 and hence such offers shall be rejected.

11. 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.

12. **Payment Terms :**

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

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.

Offers with any other payment terms like LC / CAD / Advance payment etc. shall be rejected.

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

Liquidated damages shall be 0.5% of the total order value per week or part there of 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).

14. If Guarantee / Warranty period is applicable as per tender specification, No deviation permitted and deviated offers are liable for rejection.

15. **IMPORTANT NOTE: BHEL WILL CONSIDER THE RANKING AFTER THE LOADING IS APPLIED AS REFERRED ABOVE WHEREVER DEVIATIONS ARE OBSERVED.**

16. No revision of prices will be entertained at any circumstances after tenders are opened.

17. 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**

18. 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 at a later date with prior intimation to respective suitable bidders.

19. Ranking L-1, L-2 etc. shall be done generally on each 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. At special circumstance ranking shall be done on compatible basis which will be indicated through Enquiry special instruction General Notes.

20. 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.

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 BHEL due to inter-alia other reasons.

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

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 previous 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 new 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. **PREFERENTIAL DELIVERY:**(Applicable in the case of BHEL's Enquiry specifies Preferential Delivery in the Special Instructions) 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, such difference amount in addition to penalty at the rate mentioned in our LD clause.

26. **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 Performa credit should be passed on to the purchaser. Tenderer under "CENVAT" shall be preferred.

27. 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 by purchaser in written will not be applicable to the contract.

28. **IF ANY NEW VENDORS (MANUFACTURER ONLY) WILLING TO PARTICIPATE TO THIS ENQUIRY SHOULD FURNISH**

THE FOLLOWING DOCUMENTARY PROOF / INFORMATION ALONG WITH OFFER, OTHERWISE YOUR OFFER WILL NOT BE CONSIDERED FOR EVALUATION.

- a) Certificate of Registration (copy of Certificate to be submitted).
- b) Banker's Information (copy of Bank Pass Book first Page to be submitted).
- c) MSME Vendor Certificate (if applicable).
- d) Address of your organization (Complete Postal Address with PIN code).
- e) Contact Person/s, Phone No., Mobile No., FAX No., E-mail ID.
- f) Statutory documents – VAT/TIN/EXCISE REGISTRATION/SERVICE TAX REGISTRATION/CST REGN etc. (copy to be furnished)
- g) NSIC/SSI Certificate (if applicable)
- h) ISO Certificate (if applicable)
- i) Experience certificate as proof of supply of similar item to any Govt.agencies/PSU/Organisations. (copy of POs to be furnished)
- j) Balance Sheet for last three financial years along with Audit Report / IT Return (if applicable)
- k) Agency Agreement with manufacturer (if applicable).
- l) Partnership Deed (if applicable)

29. The bidder may also be an MSME vendor registered as per MSME act. The guidelines issued by government from time to time for engaging MSME vendor, will be applicable MSME SUPPLIERS CAN AVAIL THE INTENDED BENEFITS SHOULD SUBMIT THE FOLLOWING ALONG WITH OFFER

- i) Attested copies of either EM II (Entrepreneur Memorandum Part II) certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II)
(or)
- ii) Valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per **Annexure -V**) applicable for the year, certifying quantum of investment in plant machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM II is over.
- iii) 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 MSME status of such suppliers shall be shifted to Non MSME supplier till the supplier submits these documents.

30. 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.

31. 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.

32. 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.

33. Equipment may be inspected and proved at vendor's works prior to dispatch, if applicable as per tender condition. However final inspection and acceptance of equipment will be at BHEL, Trichy.

34. Erection / commissioning charges , if applicable as per tender condition will be clearly mentioned in the offer or else confirmation that Erection / commissioning shall be done at free of cost is available in the offer.

35. Price shall be quoted item wise.

36. Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, Trichy basis

37. The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.

38. Compliance to our Pre Qualification Criteria & Technical Specification is essential for consideration of your offer.

39. For the vendor willing to participate in tender opening, the representative should have valid Company ID Proof / Authorisation Letter, otherwise the representative will not be allowed to participate in tender opening.

40. If the due date of tender opening happens to be a holiday, those tenders will be opened on next working day.

41. For any clarifications, you can contact srchandran@bheltry.co.in or akumar@bheltry.co.in or shrivastava@bheltry.co.in

ANNEXURE -A

ENQ SL NO	BHEL SPECIFICATIONS	YOUR SPECIFICATION	Unit	Quantity	WHETHER QUOTED/ NOT QUOTED

KINDLY SPECIFY ALL ENQ SL NOS AS PER BHEL ENQUIRY. (SUBMITTED IN COVER NO: 1)

COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIERS (SUBMITTED IN COVER NO: 1)

SL NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION
1	VALIDITY	120 Days from Date of tender opening	
2	PRICE QUOTED	FOR-DESTINATION BHEL STORES TRICHY -620014	
3	EXCISE DUTY WITH CESS (Whether inclusive (or) extra) Clearly mention the percentage (or) amount	SUPPLIER TO QUOTE	
4	VAT % Clearly mention the percentage	SUPPLIER TO QUOTE	
5	CST % against form 'C' Clearly mention the percentage	SUPPLIER TO QUOTE	
6	DEIVERY SCHEDULE	AS PER TENDER SCHEDULE	
7	PAYMENT TERMS	As per Clause 12 of Terms and Conditions of the Enquiry (Two Part Bid)	
8	LIQUIDATED DAMAGES CLAUSE	As per Clause 13 of Terms and Conditions of the Enquiry (Two Part Bid)	
9	RISK PURCHASE CLAUSE	As per Clause 24 of Terms and Conditions of the Enquiry (Two Part Bid)	
10	GUARANTEE / WARRANTY	AS PER TENDER CONDITION	
11	ERECTION/ COMMISSIONING	AS PER TENDER CONDITION	
12	CONTACT PERSON DETAILS	NAME:	
		MOBILE NO:	
		LAND LINE NO:	
		EMAIL :	
		FAX:	

NOTE:-

- It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.
- Your specific acceptance to our Payment terms, LD & Risk Purchase Clause are essential for consideration of your offer.
- No row shall be left blank. Please indicate NA, in case the item is "not applicable"

Full postal Address:

Signature & Office Seal of the vendor

ANNEXURE –B

ENQ SL NO	BHEL SPECIFICATIONS	YOUR SPECIFICATION	Unit	Quantity	Rate in Rs.	Value in Rs.

PRICE BID FORMAT OF ALL QUOTED ITEMS, IF ANY ITEM YOUR ARE NOT QUOTED SIMPLY YOU SHOULD MENTION AS "NOT QUOTED" AGAINST THAT ENQ SL NO. (SUBMITTED IN SEPARATE COVER NO: 2)

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

ANNEXURE - V

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

ANNEXURE - V

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Annexure-VI

CHECK LIST TO BE SUBMITTED ALONG WITH OFFER

SL NO	Documents submitted	Vendor's Confirmation Yes/No
01.	Offer Submitted in 2 part bid system	
02.	Annexure-A	
03.	Annexure-B	
04.	In case of new vendor whether documents attached as per Annexure-II SL.no.28	
05.	Annexure-Part-A-Pre-Qualification Criteria Submitted	