



BHARAT HEAVY ELECTRICALS LIMITED

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

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Web:

2661400139 / 26.02.2014

1. Hardcopy of Data sheet and product catalogue to be supplied for the quoted items to evaluate the offer at the enquiry stage.
2. Inspection to be carried out before supply of the material by BHEL engineer at vendor's work.
3. Test certificates from OEM to be provided

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"
2. FILL UP ANNEXURE A. KINDLY NOTE THAT TOP BOX OF THE ANNEXURE A IS MODAL FORMAT & ALL THE TERMS& CONDITIONS TO BE FILLED AS PER THIS. PLEASE ENSURE THAT ALL TERMS & CONDITIONS SHOULD BE INDICATED IN THE UN-PRICED BID TO BE ATTACHED WITH THE TECHNO-COMMERCIAL BID POSITIVELY.
3. ANNEXURE B- FOR PRICE BID IS MODAL PRICE BID FORMAT. ALL TERMS & CONDITIONS TO BE FILLED AS PER THIS FORMAT.
4. VALIDITY OF THE OFFER SHOULD NOT BE LESS THAN 120 DAYS.
5. THE ORDER WILL BE PLACED /DONE ON CUMULATIVE L1 BASIS.

LIST OF ATTACHMENTS:

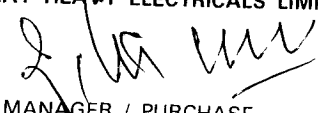
1. ANNEXURE-II TERMS AND CONDITIONS OF THE ENQUIRY. (TWO PART-BID)
2. ANNEXURE-A CHECK LIST FOR COMMERCIAL TERMS CONFIRMATION-TO BE FILLED BY THE SUPPLIER.
3. ANNEXURE-B MODEL PRICE BID FORMAT.
4. ANNEXURE-V- CA certificate format to be furnished as per MSMED act 2006, if applicable (For MSME vendors)
5. ANNEXURE FOR PRE-QUALIFICATION CRITERIA
6. 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"

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,

PRE - QUALIFICATION CRITERIA

The BIDDER has to compulsorily meet all the following requirements to get qualified for consideration of the

Sl. No	Requirements	Bidder's Response
1	QUALIFYING CRITERIA	
1.1	The BIDDER shall be OEM (or) OEM Authorised dealers	
1.2	In case if the BIDDER is an OEM Authorised dealer, then he has to provide a valid certificate/authorization letter from the Authorized Representative of the OEM/ Principal Manufacturer to quote exclusively for this specific tender is to be submitted.	
1.3	Bidder should furnish reference list of customers, with full contact details to whom similar systems have been supplied in the past. The vendor should also submit following details which are necessary for qualifying their offer. a) Name and postal address of the customer or company where similar item supplied. b) Name, designation, contact phone numbers and email address of the contact person of the customer c) Month & year of supply d) Documentary evidence of previous Purchase Orders. The PO copies should be on the name of the Bidder. e) BHEL reserves the right to verify the information provided by the Bidder. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected.	

(A GOVT.OF INDIA UNDERTAKING)

HIGH PRESSURE BOILER PLANT

TIRUCHIRAPPALLI-620 014

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 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 L.D 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 superscribed 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:**
The Manager,
Purchase Department / CP&SP
Section-ELECTRICAL SPARES /266/75
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 is not acceptable.**

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)

11. 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.

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 3% on the offered value.

Offers of indigenous Suppliers with payment terms as **LC/Advance Payment are liable for rejection.**

Payment term for supply portion(For import supplies)

BHEL Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.

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.

- In the case of Usance LCs the loading will be considered @ 1.5% on the offered Value.
- For LC at sight the loading will be considered @ 3.5% on the offered Value.
- Normally CAD at sight and Confirmed LCs are liable for rejection.

Payment terms for Indian agent:

Indian Agency Commission ,if any,shall be clearly specified in the offer and the same will be paid in Indian Rupees against acceptance of the materials

12. 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.

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).

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

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

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

16. 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**

17. 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.

18. 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.

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 BHEL due to 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 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.

24. 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.

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

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

THE FOLLOWING DOCUMENTRY 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)

28. 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.

29. 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.

30. 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.

31. 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.

32. Equipment will 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 after installation at BHEL, Trichy.

33. 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.

34. Price shall be quoted item wise.

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

36. 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.

37. Part Shipment or Transshipment is not permissible. (For import supplies)

38. In case of any short shipment in the main equipment / spares, where separate rates are not available in the contract, the customs duty levied on such supplies, shall be borne by the supplier / Indian agent. **(For import supplies)**

39. **Indicate Nearest airport & sea port** .(For import supplies)

40. **Indicate Country of Origin** (For import supplies)

41. Vendors Meeting Our Pre-Qualification Criteria & Technical Specification Will Be Essential For Consideration Of Offer.

42. For The Vendor Willing To Participate In Tender Opening, The Representative Should Have Valid Company ID Proof & Authorization Letter From The Concerned Firm Who Has Submitted The Offer.

43. After Technical Scrutiny Of The Offers, Price Bid Of Only Technically Qualified Vendors Will Be Opened With Prior Intimation.

44. If The Due Date Of Tender Opening Happens To Be A Holiday, Those Tenders Will Be Opened On Next Working Days.

45. For any clarification you can contact to schandran@bheltry.co.in, pgavictor@bheltry.co.in, rravic@bheltry.co.in

46. This Tender Is Hosted Both In BHEL Website And In NIC, PSU Portal And Any Corrigendum May Be Viewed in **BHEL's website <http://www.bhel.com>** (Tender Notification page)
Govt. Tender website **<http://tenders.gov.in>** (Public sector units > Bharat Heavy Electricals Limited Page)

47. Point-By-Point Confirmation To BHEL's Specifications, Commercial Terms & Conditions Are To Be Provided By The Vendors In "Annexure A&B"
Fill Up Annexure A. Please Ensure That All Terms & Conditions Should Be Indicated in The Un-priced Bid To Be Attached With The Techno-Commercial Bid Positively.

48. The Offer Should Reach Us On Or Before Due Date By 14:00 Hrs. Late Offers Will Not Be Considered.

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 –A

ENQ SL NO	BHEL SPECIFICATIONS	YOUR SPECIFICATION	unit	Quantity	Consignment weight against each item separately	whether quoted/ not quoted
10						

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	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	DELIVERY SCHEDULE FROM THE DATE OF PURCHASE ORDER / LETTER OF INTENT	SUPPLIER TO QUOTE IN NO. OF WEEKS/MONTHS	
7	PAYMENT TERMS	As per Clause 11 of Terms and Conditions of the Enquiry (Two Part Bid)	
8	LIQUIDATED DAMAGES CLAUSE	As per Clause 12 of Terms and Conditions of the Enquiry (Two Part Bid)	
9	RISK PURCHASE CLAUSE	As per Clause 23 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	Origin of dispatch	SUPPLIER TO QUOTE	
13	Nearest airport & sea port (For import supplies)	SUPPLIER TO QUOTE	
14	Country of Origin (For import supplies)	SUPPLIER TO QUOTE	
15	CONTACT PERSON DETAILS	NAME:	
		MOBILE NO:	
		LAND LINE NO:	
		EMAIL :	
		FAX:	

NOTE: a). -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.

b). Your specific acceptance to our Payment terms, LD & Risk Purchase Clause are essential for consideration of your offer.

c). 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.
10						

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

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.27	
05.	For MSME vendors whether documents submitted as per Annexure-II SL.no.28	
06.	Annexure- Pre-Qualification Criteria Submitted	
07.	Documents/technical catalogues /DRAWINGS, (wherever as applicable) submitted as per tender condition	
08.	point to point confirmation provided as per tender condition	