

# 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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PHONE :2577331  
GRAMS : BHARATELEC  
FAX NO: 2520719  
E-mail: srchandran@bheltry.co.in  
Web:



429-002/A

Enquiry No	Enquiry Date	Due Date for Quotation
2661500385 - 46	23.09.2015	16.10.2015
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>		

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
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10	554200004400	NO	8.000	8.00	30.01.16
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Single Row Angular Contact Ball Bearing  
Size (d x D x B): 150mm x 235mm x 38mm  
MRC: 7130DU BKE or equivalent in FAFNIR/  
FAG/ IKO/ INA/ MRC /NSK/ NTN/  
RHP/ SKF/ TIMKEN  
GENERAL CONDITIONS  
1.Make: FAFNIR/ FAG/ IKO/ INA/ MRC/ NSK/  
NTN/ RHP/ SKF/ TIMKEN are  
acceptable. Other makes are liable for rejection.  
2.Supplier should send technical  
datasheet/catalogue along with offer  
for their offered make. Otherwise the offer will  
not be evaluated.  
3.,Vendors who have not supplied the ordered  
items beyond the delivery  
schedule against our previous PO placed on  
them from 01.04.14 are liable  
for rejection / May not be considered for  
evaluation. Hence the vendors  
who are all regularly supplying to our POs shall  
quote for these items.  
4.Delivery period preferably within 8 weeks  
from the PO date.

### General Note:

### Important note:

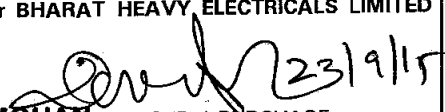
ANNEXURE - 'A' (Indigenous) or 'B' (Import):- COMMERCIAL TERMS AND CONDITIONS MUST BE FILLED AND SUBMIT ALONG WITH TECHNO COMMERCIAL BID.

YOU SHOULD CONFIRM LD CLAUSE, VALIDITY , PAYMENT TERMS AND DELIVERY PERIOD AS PER BHEL COMMERCIAL TERMS AND CONDITIONS. OTHERWISE YOUR OFFER WILL BE REJECTED.

All the tenders may be addressed to the following address:

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

  
**D. CHANDRAMOHAN** MANAGER / PURCHASE  
Dy. General Manager (FOSSIL BOILERS)  
Purchase (CP & SP) / MM / RM Yours faithfully,  
BHEL, TIRUCHY - 620 014.



# BHARAT HEAVY ELECTRICALS LIMITED

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

PHONE :2577331  
GRAMS : BHARATELEC  
FAX NO: 2520719  
E-mail: srchandran@bheltry.co.in  
Web:

2661500385 / 23.09.2015

23505

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.

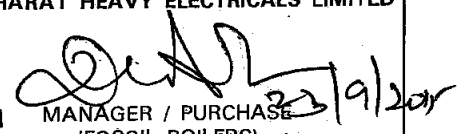
**Enclosures:**

"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

**D. CHANDRAMOHAN**  
Dy. General Manager  
Purchase (CP & SP) / MM / RM  
BHEL, TIRUCHY - 620 014.

  
MANAGER / PURCHASE  
(FOSSIL BOILERS)  
Yours faithfully,

**BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI**  
**CAPITAL PURCHASE**

Annexure-A

**ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE VENDORS.**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed herein, BHEL reserves the right to reject such offers)

**CHECK-LIST FOR INDIGENOUS VENDORS**

DESCRIPTION
<p>The Bidders shall submit their offer in <b>TWO INNER ENVELOPES</b> as indicated below which shall be sealed in one outer envelope.</p> <ul style="list-style-type: none"><li>❖ <b>Envelope I:</b> This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "<b>Part I - Technical and commercial bid</b>", indicating Enquiry No., Due Date and Address &amp; Reference of the Bidder.</li><li>❖ <b>Envelope II:</b> This sealed envelope should contain <b>price details</b>. This envelope should be clearly marked "<b>Part II - Price bid</b>", indicating Enquiry No., Due Date and Address &amp; Reference of the Bidder. This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I.</li></ul> <p>All the two envelopes (Part I&amp;II) shall be put in one cover, duly sealed, super scribing as "<b>Part I and Part II of Enquiry No., due date of opening</b>" and the address and reference of the Bidder. The offer received without the above guidelines, will not be considered for opening.</p> <p>The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered.</p> <p>Tender should not be addressed to any Individual's name but only by designation to:</p> <ol style="list-style-type: none"><li>1) Please submit your offer on F.O.R - BHEL, Trichy (Tamilnadu) basis and in two part (part-i: techno-commercial bid and part-ii: price bid) in a separate covers and both covers to be placed in an envelope which is super scribed with enquiry no, enquiry date and due date of tender opening.</li><li>2) If the offer is submitted in single part and the same will be liable for rejection.</li><li>3) All the Tenders may be addressed to the following address to</li></ol> <p align="center"><b>The Tender Opening Cell/MM Room No-26, Building – 24, Ground Floor Bharat Heavy Electrical Limited Tiruchirappalli- 620014., TAMILNADU, INDIA</b></p> <ol style="list-style-type: none"><li>4) In case personal delivery of the offer, it shall be dropped into the respective box after duly entering the data in the system kept in room no. 26.</li><li>5) Offers will be accepted received till 14.00 hrs on the due date. Therefore Vendors shall ensure to submit the offers before this time.</li><li>6) Vendors are requested to avoid submission of offers thro email / fax. In case of any unavoidable situation, offers shall be sent thro email to the following mail ID only</li></ol> <p><b>"tender_cell@bheltry.co.in "</b></p> <p>Tenders should be free from <b>CORRECTIONS AND ERASURES</b>. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail.</p> <p>Offers should be in <b>ENGLISH</b> and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in <b>ENGLISH</b> or otherwise, the offers will not be considered.</p>

*[Handwritten Signature]* 22/9/2018

*[Handwritten Seal]*

**OPENING OF TENDERS**

The Part I- Technical & commercial bid would be opened on the Tender opening date.  
 Part-II, Price bid of technically suitable Bidders alone would be opened after complete evaluation of Part-I. Hence the Bidders are required to submit their best competitive price in the price bid in a sealed cover (Part-II). In case of necessity BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in this Annexure- I **(Part No. 16)**.  
 Date and time of Price Bid (Part-II) opening / RA conducting date shall be intimated to the technically and commercially acceptable bidders only. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - Price Bid/ RA

**TAXES AND DUTIES :**

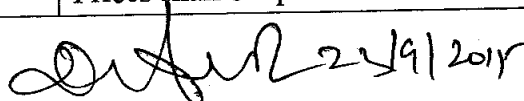
All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Service Tax Reg No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.

**Cenvat credit & VAT credit** (for Indian Bidders only): 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 his input materials, the effect of Proforma credit should be passed on to the purchaser

**Income Tax applicable**

Any service charges payable towards supervision of E&C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. Applicable service tax on E&C charges will be payable extra. The liability of depositing the same to the Govt. will be of the supplier

Sl. No.	BHEL Commercial Terms and Conditions for Indigenous Supplies	Vendor's Confirmation / Comments
1	<b><u>Bid should be submitted in Two Parts.</u></b>  1. Techno-commercial Bid (Part-I) and 2. Price Bid (Part-II) in a separate sealed cover and both the 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	
2	<b><u>ARBITRATION:</u></b> All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and it's subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirappalli as per the Guidelines of the Govt. of India.  However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of Contract.	
3	If offer is received from both OEM/Manufacturer and authorized dealers or Agent, then OEM/Manufacturer offer will only be considered and dealers or Agent offer will be ignored.	
4	Technical confirmation to BHEL's Specification shall be furnished. If needed additional sheets shall be used.	
5	Prices shall be quoted item wise only.	
6	Delivery INCO TERMS- Price quoted -FOR BHEL TRICHY, STORES or ex-WORKS Basis or, FOR WORKS (DESPATCHING STATION) In case of EX works / FOR WORKS basis, indicate the Despatching station.  Prices shall be quoted on "FIRM PRICE" basis only.	

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Bidder's Seal & Signature

7	Validity of offer shall be for a minimum period of 120 days from the date of Tender opening	
8	Delivery period from the date of Letter of Intent / Purchase order	
9	<p><b><u>Liquidated damages (LD):</u></b>                      The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in 'Supply' and/or 'I&amp;C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'I &amp;C'. Where the seller supplies or dispatches the goods, beyond the delivery period Liquidated damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.</p> <p>The rate of LD for delayed E&amp;C shall be @ 0.5% per week of delay of total PO value (Supply + I &amp;C) in I &amp;C subject to a maximum of 10% of total PO value (Supply + I&amp;C).</p> <p>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.</p> <p>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).</p>	
10	<p><b><u>Risk Purchase:</u></b></p> <p>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 from the best and the nearest available substitute. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.</p>	
11	<p><b><u>Payment term for supply portion:</u></b></p> <p>Payment term is <b>100% direct payment after 45 days</b> from the date of receipt and acceptance of materials.                      Note: Only Direct Payment after goods receipt &amp; acceptance will be accepted .Above payment term acceptance is essential for consideration of your offer</p> <p><b>Any deviation in the above payment term will attract loading as mentioned below.</b></p> <p><b>“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.</b></p> <p>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 Stores with Consignee copy attached. In this case Loading will be 3% on the offered value. Offers of indigenous Suppliers with payment terms as <u>LC/Advance Payment are liable for rejection.</u></p> <p><b><u>Important Note:</u></b> BHEL will consider the ranking after the loading is applied as referred vide Sl. No. 7&amp; 8 above wherever deviations are observed.</p>	
12	The equipment shall be guaranteed as per tender condition from the date of receipt & acceptance./(commissioning date ,if applicable as per tender condition). Normally No deviation permitted and the <u>deviated offers are liable for rejection.</u>	
13	Equipment will be inspected at vendor's works prior to dispatch if applicable. However final inspection and acceptance of equipment will be after installation at BHEL, Trichy, Tamilnadu.	
14	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.	

*[Handwritten Signature]* Page 3 of 6

Bidder's Seal & Signature

15	Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, Trichy, Tamilnadu basis.	
16	<p><b><u>Reverse Auction (RA):</u></b></p> <p>BHEL reserves the right to conduct on-line internet Reverse Auction ie. ONLINE BIDDING (THROUGH A SERVICE PROVIDER) for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA are shown below Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.</p> <ol style="list-style-type: none"> <li>1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.</li> <li>2. 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.</li> <li>3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact &amp; get trained.</li> <li>4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.</li> <li>5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.</li> <li>6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing &amp; forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms &amp; conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction</li> <li>7. Reverse auction will be conducted on scheduled date &amp; time.</li> <li>8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.</li> <li>9. The lowest bidder has to Fax/e-mail the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.</li> <li>10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.</li> <li>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.</li> <li>12. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction</li> <li>13. <u>BHEL reserves the right not to consider offers from vendors not complying with the RA process for finalization of the enquiry.</u></li> <li>14. 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.</li> </ol> <p>In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.</p>	
17	<p><b><u>Special Provisions for Micro and Small Enterprises (MSE)</u></b></p> <p>MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II (Entrepreneur Memorandum Part II) certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate applicable for the relevant financial year (latest audited), 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. Offer/s received without these documents will lead to consideration of their offer at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier.</p>	
18	<ul style="list-style-type: none"> <li>➤ Point to point confirmation for the Technical Specification enclosed to be provided. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specifications will be liable for rejection. If needed additional sheets shall be used.</li> <li>➤ Equipment offered shall be "New". Re-built / Re-conditioned / Used equipment's will not be accepted. Incomplete offers will not be considered for further processing Fixed price:</li> <li>➤ BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.</li> <li>➤ BHEL shall be at liberty to reject or accept any tender, part or in full at their own discretion and any such action is not liable for any question or claim against BHEL.</li> <li>➤ All Equipment's / Services including concerned personnel for carrying out the erection and commissioning of the equipment shall be arranged by the vendor. If any Services are availed from BHEL, it is only on chargeable basis unless otherwise specified.</li> <li>➤ 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</li> <li>➤ The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.</li> </ul>	

*[Handwritten Signature]*  
23/9/2015

<b><u>OTHER DETAILS REQUIRED</u></b>		
19	% of Excise Duty with cess	
20	% of TAX (VAT) (TNGST with FORM-17)	
21	% of TAX (VAT) without form	
22	% of TAX (CST) (CST with C-FORM)	
23	% of TAX (CST) without form	
24	Packing & Forwarding Charges ( in % only)	
25	Freight & transit insurance charges, if any(( in % only) Freight charges from Dispatching station to BHEL, Tiruchirapalli (Note: If the delivery terms is Ex Works the materials has to be sent through BHEL approved carrier only ,in this case the freight will be borne by BHEL)	
26	Approximate Net weight of the total consignment	
27	Approximate Gross weight of the total consignment	
28	Approximate Dimensions of the Consignment	
29	Name of the contact person	
30	Land Line Number	
31	Fax Number	
32	Mobile Number	
33	E-mail ID	
34	PAN No.	
35	CST No.	TIN No.

- 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) Applicable % of ED, Sales Tax -CST or VAT, Service Tax), Freight, Insurance and Installation and Commissioning Charges etc., are indicated in offer.

Full postal Address:

Signature & Office Seal of the vendor

**Note:-**

Your specific acceptances to our Payment terms, LD & Risk Purchase (RP) Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.  
No row shall be left blank. Please indicate NA, in case the item is "not applicable"

*[Handwritten Signature]* 23/9/2015

**MODEL PRICE BID FORMAT FOR INDIAN BIDDERS**

Enquiry No. &amp; Date:

Bidder's Offer No. &amp; Date:

Sl No	Description of item	Unit (SET /No)	QTY	Rate /Qty in Rs. (excluding of all taxes)	VAT/CST in % (TNGST with FORM-17 or CST with C-FORM)	ED in %	Service Tax in %	Total Value in Rs. (inclusive of all taxes)
	<b>Supply portion</b>							
	Packing & Forwarding charges (if any) in percentage (or) Lumpsum							
	FOR Dispatching station value in Rs.							
	Percentage of Freight & transit insurance charges, if any (Lumpsum or %) Freight & Insurance charges from Dispatching station to BHEL, Tiruchirappalli (Note: If the delivery terms is Ex Works the materials has to be sent through BHEL approved carrier only, in this case the freight & Insurance will be borne by BHEL)							
	Approximate Net weight of the total consignment							
	Approximate Gross weight of the total consignment							
	Approximate Dimensions of the Consignment							

Signature &amp; Seal of Vendor

The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable"



**D. CHANDRAMOHAN**  
Dy. General Manager  
Purchase (CP & SP) / MM / RM  
BHEL, TIRUCHY - 620 014.

**BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI**  
**CAPITAL PURCHASE**

Annexure-B

**ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE VENDORS.**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed, BHEL reserves the right to reject such offer)

**FOREIGN VENDORS**

**DESCRIPTION**

The Bidders shall submit their offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

- ❖ **Envelope I:** This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "**Part I - Technical and commercial bid**", indicating Enquiry No., Due Date and Address & Reference of the Bidder.
- ❖ **Envelope II:** This sealed envelope should contain **price details**. This envelope should be clearly marked "**Part II - Price bid**", indicating Enquiry No., Due Date and Address & Reference of the Bidder. This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I.

All the two envelopes (Part I&II) shall be put in one cover, duly sealed, super scribing as "**Part I and Part II of Enquiry No., due date of opening**" and the address and reference of the Bidder. The offer received without the above guidelines, will not be considered for opening.

The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered.

Tender should not be addressed to any Individual's name but only by designation to:

1) Please submit your offer on F.O.R - BHEL, Trichy (Tamilnadu) basis and in two part (part-i: techno-commercial bid and part-ii: price bid) in a separate covers and both covers to be placed in an envelope which is super scribed with enquiry no, enquiry date and due date of tender opening.

2) If the offer is submitted in single part and the same will be liable for rejection.

3) All the Tenders may be addressed to the following address to

**The Tender Opening Cell/MM  
Room No-26, Building – 24, Ground Floor  
Bharat Heavy Electrical Limited  
Tiruchirappalli- 620014.,  
TAMILNADU, INDIA**

4) In case personal delivery of the offer, it shall be dropped into the respective box after duly entering the data in the system kept in room no. 26.

5) Offers will be accepted received till 14.00 hrs on the due date. Therefore Vendors shall ensure to submit the offers before this time.

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

Tenders should be free from **CORRECTIONS AND ERASURES**. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail.

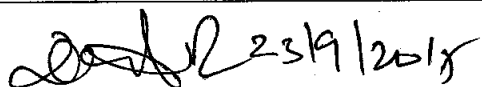
Offers should be in **ENGLISH** and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in **ENGLISH** or otherwise, the offers will not be considered.

**OPENING OF TENDERS**

The Part I- Technical & commercial bid would be opened on the Tender opening date.

The Part II - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date.

Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - price bid.



**Taxes and Duties**

All Taxes, Duties etc. as required to be paid in the country of export shall be included in the price quoted by the foreign vendor. All duties (like customs duty etc.) payable in India will be paid by BHEL (however, the same would be loaded to the offer during our evaluation process). For the supplies made from India taxes & duties payable shall be clearly mentioned in the offer, failing which such taxes and duties shall have to be borne by the vendor.

**Income Tax applicable** Any service charges payable towards supervision of E&C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. The TDS certificate will be issued after 3 months from the date of E&C payment.

**Currency of payment:**

Indian bidders should submit the prices only in Indian Rupees. Foreign vendors should indicate the currency like Euro (€) / US\$ / GBP / JY etc. which should be clearly indicated in the un-priced commercial bid as well as in the price bid.

In case the foreign vendor sources some components from India for direct supply to BHEL, the payment for those components shall only be in Indian Rupees

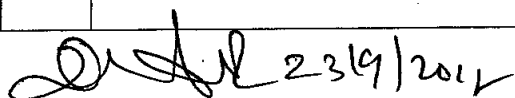
Sl. No.	No row shall be left blank. Please indicate NA, in case the item is "not applicable"	Vendor's confirmation
1	<b>Validity:</b> Validity of the offer should be 120 days from the date of tender opening	
2	<p><b>Payment terms:</b></p> <p>BHEL Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.</p> <p>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.</p> <ul style="list-style-type: none"> <li>• In the case of Usance LCs the loading will be considered @ 1.5% on the offered Value.</li> <li>• For LC at sight the loading will be considered @ 3.5% on the offered Value.</li> <li>• Normally CAD at sight and Confirmed LCs are liable for rejection.</li> </ul>	
3	<p><b>Payment terms for Indian Agent:</b></p> <p>Indian Agency commission, if any, shall be clearly specified in the offer and the same will be paid in Indian Rupees against acceptance / commissioning of the equipment</p>	
4	<p><b><u>Liquidated damages (LD):</u></b></p> <p>The delivery of the goods specified in the purchase order should be made within the prescribed time. LD for delay in 'Supply' and/or 'E&amp;C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&amp;C'.</p> <p>The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value in supply subject to a maximum of 10% of total PO value</p> <p>The rate of LD for delayed E&amp;C shall be @ 0.5% per week of delay of total PO value (Supply + E&amp;C) in E&amp;C subject to a maximum of 10% of total PO value (Supply + E&amp;C).</p> <p>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.</p> <p>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).</p> <p>(For the purpose of Imposing LD, the delivery (B/L date) shall be considered.)</p>	

*(Handwritten signature)*

5	<p><b><u>Risk Purchase:</u></b> 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 despatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.</p>	
6	<p><b><u>Delivery terms and evaluation process:</u></b> <b>Terms of Delivery:</b> Bidders are required to quote their best delivery period. Foreign vendors should quote for delivery on <b>CFR/CIF</b> (Chennai Sea Port / Airport as the case may be with detailed price breakup for ocean freight/air freight etc. ) or on <b>FOB/FCA</b> basis (as the case may be) based on INCOTERMS 2010, The transfer of title of the goods supplied by the vendor takes place in line with the INCOTERMS 2010</p> <p>The bidder has to quote charges for 'Supply' and 'Erection &amp; Commissioning' separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL).</p> <p>For evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part - I in case of Two Part Bid) shall be considered.</p> <p>Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL)</p>	
7	<p><b><u>Guarantee:</u></b> Vendors shall provide a guarantee for a period of 12 months from the date of commissioning of the equipment or 18 months from date of supply, whichever is earlier. The date of B/L or AWB shall be taken as the date of supply. Normally No deviation permitted and the deviated offers are liable for rejection.</p>	
8	<p><b><u>Short shipment / Warranty replacement:</u></b> In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on DDP - Incoterms 2010 basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. Warranty Replacements during Guarantee period at supplier's cost on DDP - Incoterms 2010 basis .</p>	
9	<p><b><u>Inspection &amp; Testing:</u></b> All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL stores or at any other place in India indicated by BHEL as the case may be. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch however, final inspection and acceptance of the machine will be carried after installation of the machine at BHEL, Tiruchirappalli.</p>	
10	<p><b><u>Test certificates / Operating and Maintenance manuals :</u></b> The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost</p>	
11	<p>BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.</p>	

*23/5/2012*

12	<p><b>Reverse Auction (RA):</b></p> <p>BHEL reserves the right to conduct on-line internet Reverse Auction ie. ONLINE BIDDING (THROUGH A SERVICE PROVIDER) for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA are shown below</p> <p>Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.</p> <ol style="list-style-type: none"> <li>1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.</li> <li>2. 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.</li> <li>3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact &amp; get trained.</li> <li>4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.</li> <li>5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.</li> <li>6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing &amp; forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms &amp; conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction</li> <li>7. Reverse auction will be conducted on scheduled date &amp; time.</li> <li>8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.</li> <li>9. The lowest bidder has to Fax/e-mail the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.</li> <li>10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.</li> <li>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.</li> <li>12. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction</li> <li>13. <u>BHEL reserves the right not to consider offers from vendors not complying with the RA process for finalization of the enquiry.</u></li> <li>14. 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.</li> </ol> <p>In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.</p>	
13	<ul style="list-style-type: none"> <li>➤ Prices shall be quoted item wise only as per the model format enclosed. An unpriced copy shall be submitted along with technical bid where in the applicable Taxes and Duties Shall be clearly specified</li> <li>➤ Equipment offered shall be "New". Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for further processing</li> <li>Fixed price: <ul style="list-style-type: none"> <li>➤ Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.</li> <li>➤ The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.</li> </ul> </li> </ul>	
14	<ul style="list-style-type: none"> <li>➤ BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.</li> <li>➤ BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.</li> <li>➤ All Equipments / Services including concern Personal for carrying out the erection and commissioning of the Equipment shall be arranged by the vendor. If any Services is availed from BHEL, it is only on chargeable basis unless otherwise specified.</li> <li>➤ 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</li> </ul>	

 23/9/2012

15	<b>Company Details &amp; Contact</b>	
	Full Address of the company:	
	Company Email ID:	
	Phone No.:	
	Name of the contact person:	
	Mobile No.:	
	e-mail ID	
16	<b>TO BE CONFIRMED BY VENDOR</b>	
	Country of origin:	
	Station of dispatch/Port Of Shipment	
	Delivery Terms (For destination/Ex-works or CIF/CFR/FCA/FOB as per clause 9)	
17	Price break-up details like FOB price, ocean freight/air freight etc., should be indicated in the offer. The transfer of title of the goods supplied by the vendor takes place in line with INCOTERMS 2010.	
18	Delivery from the date of Letter of Intent / Purchase Order. <b>(This should be inclusive of Order acceptance, drawing approval and time period required for dispatch (B/L or AWB date) etc.,</b>	
	Period for completion of the Retrofitting / Reconditioning (erection & Commissioning) work at BHEL shall be clearly specified in the offer (if available in enquiry scope only)	
19	<b>Weight &amp; Cubage of package:</b> Approximate Net weight of the total consignment: Approximate Gross weight of the total consignment: Approximate volume of the total consignment:	
For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail dcm@bheltry.co.in		

**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) The prices are to be offered only on FOB/FCA basis, inclusive of Packing & Forwarding charges if any.
- c) Your specific acceptance to our Payment terms, LD, Risk Purchase Clause is essential for consideration of your offer. Otherwise your offer is liable for rejection
- d) No row shall be left blank. Please indicate NA, in case the item is "not applicable"

**Declaration:-**

We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

(AFFIX OFFICIAL SEAL HERE)

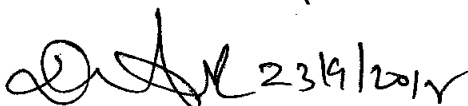
Signature with date:

Name:

Designation:

Department:

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)

 23/9/2012

**MODEL PRICE BID FORMAT FOR FOREIGN BIDDERS**

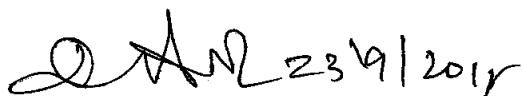
Enquiry No. & Date:

Bidder's Offer No. & Date:

Sl No.	Description of item	Unit	Quantity	Rate in Currenc	Value in Currency
	The price indicated shall be inclusive of all accessories, spares etc. as given in the scope of supply. Individual item-wise break-up price shall be attached as an annexure to this price bid format.				
	Ex-Works value.				
	Type of Incoterms (CIF / CFR / FCA / FOB)				
	Packing & Forwarding charges, if Extra				
	Approximate Freight Charges (Freight charges to Chennai Port)				
	Approximate Transit Insurance Charges in Currency				
	Chennai Airport/ Seaport Value in Currency				
	Erection & Commissioning charge in currency				
	Service tax for E&C				
	Approximate Net weight of the total consignment				
	Approximate Gross weight of the total consignment				
	Dimensions of the Consignment				

Signature & Seal of Vendor

The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable"

 23/9/2012

**D. CHANDRAMOHAN**  
Dy. General Manager  
Purchase (CP & SP) / MM / RM  
BHEL, TIRUCHY - 620 014.