



TRICHY, BHEL, TRICHY, POSTAL CODE :620014, TIRUCHIRAPALLI, TAMIL NADU, INDIA

**RFQ/NIT HEADER DETAIL**

ORGANIZATION NAME TRICHY, BHEL  
 RFQ/NIT REFERENCE 2661500467  
 CODE/ENQUIRY NO  
 NUMBER OF ITEMS ALREADY 2  
 ATTACHED  
 CURRENCY ANY  
 DESCRIPTION WELDING CABLE WITH WATER COOLED AND GAS FLOW WELDING TORCH CABLE ASSEMBLY  
 DETAILED DESCRIPTION WELDING CABLE WITH WATER COOLED AND GAS FLOW WELDING TORCH CABLE ASSEMBLY  
 NUMBER OF BID PART(S) 2  
 RFQ FLOATED UNDER THE PURCHASE POLICY  
 POLICY  
 RFQ OWNER/NIT MR SURAJ KUMAR (ENGR/PUR)  
 OFFICER/ENQUIRY OWNER  
 PUBLISHED DATE 02/11/2015 06:30:49 PM

**ATTRIBUTE (S)**

ATTRIBUTE NAME	ATTRIBUTE VALUE
Delivery at	BHEL TRICHY ENGINEERS
Inspection By	BHEL OFFICIALS ( vendor shall supply one no of sample to BHEL for acceptance. AFTER successful acceptance remaining quantity may be supplied.
Validity of the Offer	PRICE SHOULD BE FIXED AND VALID FOR 3 MONTHS FROM THE
Inspection	DATE OF OOPENING AT BHEL TRICHY

**DATE-TIME DETAIL(S)**

BID START DATE Nov 2, 2015  
 BID OPEN DATE Nov 24, 2015 02:30:00:PM  
 (SCHEDULED)  
 BID DUE DATE Nov 24, 2015 02:00:00:PM

**PRE-BID DISCUSSION DETAILS**

PRE-BID DISCUSSION TYPE NOT REQUIRED

**ALTERNATE BID DECRYPTOR(S)**

USER DETAILS
MR B. SANJEEVI (DGM/PUR)
MR RAMACHANDRAN S (SDGM/PUR)
MR ABRAHAM VICTOR P G (SM/PUR)
MR SURAJ KUMAR (ENGR/PUR)
MR Venkateswaran T (DGM/PUR)

**TERM AND CONDITION DETAIL(S) - SPECIAL TERM(S)**

SL. NO.	CATEGORY	DESCRIPTION





1	SPECIAL TERM(S)	<p>SPECIAL TERM(S)</p> <p>SPECIAL TERM(S)</p> <ol style="list-style-type: none"><li>1. POINT-BY-POINT CONFIRMATION TO BHEL'S SPECIFICATIONS, COMMERCIAL TERMS &amp; CONDITIONS ARE TO BE PROVIDED BY THE VENDORS IN ANNEXURE A &amp; B.</li> <li>2. FILL UP ANNEXURE A. PLEASE ENSURE THAT ALL TERMS &amp; CONDITIONS SHOULD BE INDICATED IN THE UN-PRICED BID TO BE ATTACHED WITH THE TECHNO-COMMERCIAL BID POSITIVELY.</li> <li>3. VALIDITY OF THE OFFER SHOULD NOT BE LESS THAN 90 DAYS FROM DATE OF TENDER OPENING.</li> <li>4. THE ORDER WILL BE PLACED ON INDIVIDUAL ITEMWISE L1 BASIS</li> <li>5. THE BIDDER SHALL MEET PRE-QUALIFICATION CRITERIA</li> <li>6. WHEREVER FOR SPLITTING OF ORDER AS PER ANNEXURE II CLAUSE 27, IF SPLITTED QUANTITY COMES OUT</li> <li>7. BHEL Reserves The Right To Go For A Reverse Auction (RA) Instead Of Opening The Submitted Sealed Price Bid, Which Will Be Decided After Technical 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. Information And General Terms And Conditions Covering RA Are Given In Annexure-I (Also refer Annexure-II)</li> <li>8. This is a e- procurement tender. The vendor who have DSC class 3-B (with valid signing&amp; encryption both ) would be only able to quote.</li></ol> <p>LIST OF ATTACHMENTS: 1. ANNEXURE- Pre qualification criteria</p> <ol style="list-style-type: none"><li>2. ANNEXURE-I- GENERAL TERMS &amp; CONDITIONS OF RA</li> <li>3. ANNEXURE-II TERMS AND CONDITIONS OF THE ENQUIRY. (TWO PART-BID)</li> <li>4. ANNEXURE-V-CA certificate format (as per MSMED act 2006) to be furnished , if applicable -Refer ANNEXURE II CLAUSE 27 (For MSE vendors)</li> <li>5. ANNEXURE-A CHECK LIST FOR TECHNICAL &amp; COMMERCIAL TERMS CONFIRMATION-TO BE FILLED BY THE SUPPLIER.</li> <li>6. ANNEXURE-B MODEL PRICE BID FORMAT.</li> <li>7. ANNEXURE-VI CHECK LIST TO BE SUBMITTED ALONG WITH OFFER</li> <li>8. ANNEXURE-C -CHECKLIST FOR RA CONDUCTANCE</li></ol> <p>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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.</p>
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**RFQ/NIT ITEM DETAILS**

SL. NO.	CODE	DESCRIPTION	QUANTITY	RFQ/NIT U.O.M	OFFER U.O.M																		
10	76ELECSPR NO	TORCH & CABLE ASSY.FOR D HEAD-516(L10-M)Specifications for orbital Tig Welding machine model pipe master 516Welding Cable assembly set.Torch and Cable Assembly, Consist of water cooled welding cable with gasflow hose, water return hose ,torch assembly and control cable withsuitable connector and over allflexible insulating cover with zip.1. Size of the water cooled welding cable rubber with nylon braiding ID:7mm OD 11 mm.2. Size of the gas line rubber with nylon braiding ID:4mm OD 7 mm.3. Size of the Return water line rubber with nylon braiding ID:4mm OD 7 mm.4. Torch assembly should be coated with varnish coating insulation to with stand high voltage.5. Torch assembly should be covered with rubber insulation.6. Control cable of 0.25 sq.mm 15 core highly flexible (bending angle 360 degree) robotics cable.7. All the drives should be interfaced with exsisting controller by electrical signals.8. Voltage feedback cable to of 0.5 sq. mm.9. Over all cable to be covered with flexible insulating hose with zip.CABLE LENGTH -10 Meters	03.00	NUMBER	NUMBER																		
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**IMPORTANT NOTICE**

PLEASE READ THE FOLLOWING ATTACHMENT(S) [SEPARATELY DOWNLOADABLE] ALONG WITH THIS RFQ/NIT/ENQUIRY .

**RFQ/NIT/ENQUIRY - ATTACHMENTS**

<b>LABEL</b>	<b>FILE NAME</b>
2661500467 PQC	2661500467 PQC.PDF
Annexure-I RA new guidelines 02	Annexure-I RA new guidelines 02.pdf
ANNEXURE C-INDIVIDUAL ITEMWISE CHECK LIST FOR RA CONDUCTANCE	ANNEXURE C-INDIVIDUAL ITEMWISE CHECK LIST FOR RA CONDUCTANCE.pdf
Enq Terms for OT 2 PART 2661500467 TRICHY welding cable with welding torch assy newer LD	Enq Terms for OT 2 PART 2661500467 TRICHY welding cable with welding torch assy newer LD.pdf



## PRE - QUALIFICATION CRITERIA

The BIDDER/VENDOR has to compulsorily meet all the following requirements to get qualified for consideration of the technical offer for the maintenance work items. If the vendor does not qualify as per PRE- QUALIFICATION CRITERIA, the technical offer of such BIDDER(s)/ VENDOR(s) offer will not be evaluated.

S. No.	Requirements	Vendors Response
1	Only those BIDDERS, who have supplied similar welding cable with water cooled and gas flow welding torch cable assembly to BHEL or any other public sector company in India should quote.	
2	BIDDERS should submit previous purchase order copy as a proof from any one customer for welding torch cable assembly supply. Purchase order copy to be enclosed along with the offer. In case the BIDDER has supplied welding torch cable assembly to BHEL, Purchase order details to be provided.	
3	BIDDER has to submit address details , phone no., fax no. of the material supplied company	
4	<p>BHEL will verify the information provided by the BIDDER for the referred material at their referred customer's works.</p> <p>It shall be the responsibility of the BIDDER to facilitate the visit of BHEL's team at their referred customer works.</p> <p>The Travel, Board and Lodging expenses for BHEL Personnel shall be borne by BHEL. In case the information provided by BIDDER is found to be false/ incorrect, the offer shall be rejected.</p>	
5	<p>BIDDERS with previous pending purchase order if any to BHEL will not be eligible to participate in the tender.</p> <p>Bidders shall declare the same.</p>	
6	<p>Being a Critical design item, in the event of ordering, the vendor shall supply one no of sample to BHEL for acceptance.</p> <p>After successful sample acceptance remaining quantity may be supplied.</p>	

**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 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.

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, 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 -C**

**CHECK LIST FOR RA CONDUCTANCE**

<p>General terms and conditions, Commercial terms and conditions acceptance for participation in Reverse auction (RA) <b>on individual item wise L1 basis</b></p> <p><b>Yes/No to be indicated</b></p>	<p><b>Vendor's confirmation- Yes/No</b></p> <p>.....</p>
<p>Name of the person for participating in reverse auction.</p>	
<p>Land Line Number</p>	
<p>Fax Number</p>	
<p>Mobile Number</p>	
<p>E-mail ID</p>	

**TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BID)**

1. This is a e- procurement tender. The vendor who have DSC class 3-B (with signing& encryption both) would be only able to quote  
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 Freight & Insurance, ED WITH CESS, Taxes ,delivery terms, delivery schedule, validity of offer, payment terms (except price details), acceptance for LD clause, RP clause etc. as per **ANNEXURE-A** shall be entered against technical bid (bid part-I ) in EPS portal and super scribed as “Techno-Commercial Bid” for Enquiry No: .....Dt: .....Due Dt.: .....

3. Price Bid: Containing the price details shall be entered against price bid (bid part-II) in EPS portal and superscribed as “Price Bid” for Enquiry No: .....Dt: .....Due Dt.: ..... as per **ANNEXURE –B**

4. You are requested to quote in 2 bid part system (Techno-Commercial Bid & Price Bid ) super scribed as “Techno-Commercial Bid and Price Bid“ for Enquiry No: .....Dt: .....Due Dt.: .....  
This is a e- procurement tender. The vendor who have DSC class 3-B (with signing& encryption both ) would be only able to quote.

Your Quotations should be quoted through EPS portal

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. 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 (ANNEXURE-A)

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 minimum for **90 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. BHEL TRICHY STORES (Inclusive of Packing, Forwarding). If any Freight & Transit Insurance charges which are payable to supplier is applicable, please indicate extra in %...** 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:**

FOR Indian Bidders

(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)

- For Foreign Bidders :

Bidders should submit their offer for CIF Chennai with freight and insurance break up details. FOB rate will be arrived by subtracting the corresponding freight & insurance break up from the CIF rate. Port of Loading should be indicated without fail. BHEL reserves the right to order on FOB or CIF basis. Mode of shipment will by Sea.

**CIF incoterms:**

For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. If any deviation is taken by Tenderer, a suitable loading on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost.

For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presume by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis.

In case of shipment through Containers on CFR basis, the BL should bear the endorsement that “14 free days for Container Detention is applicable”.

**FOB incoterms:**

The available load ports for FCL (Full Container Load) Cargo in Freight Contract are Antwerp, Hamburg, Genoa, Rotterdam, Bilbao, Gothenberg, Felixstowe, St.Petersberg, Busan, Dalian, Shanghai, Kobe, Osaka, Yokohama.

The available load ports for LCL (Less than Container Load) Cargo in Freight Contract are Antwerp, Hamburg, Genoa, Rotterdam, Bilbao, Gothenberg, Felixstowe, Thamesport, Tilbury, Le Harve, St.Petersberg, Busan, Masan, Dalian, Shanghai, Tianjin, Kobe, Osaka, Yokohama, Singapore, Durban.

The available load ports for BB (Break Bulk) Cargo in Freight Contract are Antwerp, Hamburg, Genoa.

**11. Payment Terms (Indigenous)**

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

The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173c (or) 57gg. A Photostat copy of the above invoice for each Delivery Chelan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department.

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 etc. will be rejected.**

**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.

If the LC payment is insisted, TWO sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer is liable for rejection.

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.

**Offers with payment terms as Advance payment, CAD at sight and Confirmed LCs will be rejected.**

**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

**INDIAN AGENTS OF FOREIGN SUPPLIERS :**

BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement

It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.

If the offer is submitted by Agents, duly signed agency agreement shall be submitted along with the offer in Techno-Commercial bid. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.

Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.

Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.

In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services will be checked by BHEL, before opening of price bids. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

The responsibility for successful execution of the contract lies with the OEM/ foreign principal.

Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item in the same tender. If offer is received by both Indian agent and Principal/OEM, then the offer from Principal/OEM only will be considered.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM for the same item. If an agent submits bid on behalf of more than one Principal/OEM for a single item, his offer will be completely rejected for the concerned item.

#### 12. Liquidated Damages / Penalty:-

The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&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.

**\*\* In case of single delivery date , Order should be completed 100% for processing the bill, otherwise LD will be calculated based on Total PO Value restricted to Max % as mentioned in the PO Condition column**

**Material Despatched after Due date:** Once the delivery due date is crossed, bills have to be clubbed till final despatch and forwarded for processing of payment as a single bunch. LD percentage will be calculated from Delivery due date to final despatch date.

The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

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).

For the purpose of Imposing LD, the FOB delivery (B/L date) shall be considered

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. Cost Evaluation

Evaluation will be done on the basis of "Total landed cost to BHEL".

For evaluation , the exchange rate (TT selling rate of SBI) on the date of Part-I bid opening shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous working day shall be considered.

BHEL will consider the ranking after the loading is applied as referred above, wherever deviations are observed  
Ranking (L-1, L-2 etc.) will be done only for the Techno-Commercially acceptable offers.

Normally 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.

In the event of more than one vendor becoming L-1 for any of the item / items, the enquiry quantity for those item / items may be shared equally among all the L1 vendors .

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.

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 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. The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government,

20% of the tendered quantity is earmarked for MSE suppliers in this tender.

Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.

In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM 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 (Format enclosed at Annexure -V where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents **should be notarized or attested by a Gazetted officer.** "

Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories:

- (a) Enterprises owned by Scheduled Castes.
- (b) Enterprises owned by Scheduled Tribes.
- (c) Enterprises owned by other than above two categories

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category

28. 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.
29. 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.
30. 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. If any difference is found in the terms in the Techno-commercial bid and price bid, the terms mentioned in the Techno-Commercial Bid & clarification sought through mail acceptable by BHEL will be considered.
31. 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.
32. 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.
33. Price shall be quoted item wise.
34. Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, TIRUCHIRAPALLI basis
35. 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.
36. Part Shipment or Transshipment is not permissible (For import supplies)
37. 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)
38. Indicate Nearest airport & sea port, Country of Origin .(For import supplies)
39. Vendors Meeting Our Pre-Qualification Criteria & Technical Specification Will Be Essential For Consideration Of Offer.
40. 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.
41. After Technical Scrutinisation Of The Offers, Price Bid Of Only Technically Qualified Vendors Will Be Opened With Prior Intimation.
42. If The Due Date Of Tender Opening Happens to be a Holiday, Those Tenders Will Be Opened On Next Working Days
43. For any clarification you can contact to [pgavictor@bheltry.co.in](mailto:pgavictor@bheltry.co.in) , [surajkumar@bheltry.co.in](mailto:surajkumar@bheltry.co.in)
44. This Tender Is Hosted Both In Bhel Website And In NIC, PSU Portal And Any Corrigendum May Pl 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)
45. If we receive offer from both Manufacturer and their Agent / Dealer or any other, the offer of Manufacturer only will be considered . Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item in the same tender. If offer is received by both Indian agent and Principal/OEM, then the offer from Principal/OEM only will be considered.
- If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM for the same item. If an agent submits bid on behalf of more than one Principal/OEM for a single item, his offer will be completely rejected for the concerned item.
46. ARBITRATION :All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL Trichy and Vendor 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 its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirapalli 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, Vendor shall continue to do the work as per terms & conditions of Contract.

47 The quality of the supplies should strictly conform to Technical specifications applicable for the item. The offer should specifically confirm this.

48 If any quality problem is pointed out by any BHEL unit w.r.t. supplied material, the same shall be settled and corrected immediately with the concerned BHEL unit, by the supplier. If there is any failure by the supplier to settle such quality problems, the matter will be considered very seriously and appropriate penal action may be initiated against the respective supplier.

49. BHEL shall be at liberty to accept any tender, part or in full, at their discretion without giving any reason

**General Note For The Enq On Reverse Auction (RA) conductance :**

1. 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

In case BHEL decides to go for Reverse auction ,only those bidders who have given their acceptance to participate in RA will be allowed to participate in RA . Those bidders who have given their acceptance to participate in RA will have to necessarily submit online sealed bid in the RA .Non submission of “online sealed bid” by the bidder will be considered as tampering of tender process & will invite action by BHEL as per extant guidelines in vogue.

Information And General Terms And Conditions Covering RA Are Given In **Annexure-I**

2. Reverse Auction Is Done Through On Line Internet Through A Service Provider Appointed By BHEL. Hence Vendors Shall Make Themselves Equipped With Email, Fax And Internet Facility Etc.

3. In Case Of Going For Reverse Auction Vendors Will Be Suitably Informed About The Working Procedures Of Reverse Auction Process And Bhel Will Provide All The Relevant Details To Enable The Vendor To Participate. Service Provider Will Also Give Demo-Training.

4. The RA Will Be Done On Individual Itemwise L1 Basis, Not On The Whole Package L1 Basis

## Annexure-V

### 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 per the  
latest audited financial year ..... as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No,S.O.1722(E) dated October 5, 2006 :  
Rs.....Lacs
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
Rs...Lacs

(Strike off whichever is not applicable)

The above investment of Rs .....Lacs is within permissible limit of  
Rs. ....Lacs for .....Micro / Small (Strike off which is not applicable)  
Category under MSMED Act 2006.

Or

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

Date:

(Signature)

Name -

Membership number -

Seal of chartered accountant

**ANNEXURE –A (CHECK LIST FOR TECHNICAL & COMMERCIAL TERMS CONFIRMATIONS)**

**(a). TECHNICAL TERMS CONFIRMATION: AGAINST ALL ENQ SL NOS. (TO BE SUBMITTED IN BID PART: 1)**

ENQ SL NO	BHEL SPECIFICATIONS	VENDOR'S SPECIFICATION	unit	Quantity	Consignment against each separately	weight item	whether quoted/ not quoted
10							
20							
30							

**(b). COMMERCIAL TERMS CONFIRMATION REQUIRED FROM SUPPLIERS (TO BE SUBMITTED IN BID PART: 1)**

SL NO	DESCRIPTION	BHEL REQUIREMENTS	Vendor to fill up
1	VALIDITY	MINIMUM 90 Days from Date of tender opening	
2	PRICE QUOTED	FOR BHEL TRICHY STORES INCLUSIVE OF PACKING & FORWARDING CHARGES.	
3	EXCISE DUTY WITH CESS (Whether inclusive (or) extra) Clearly mention the percentage	SUPPLIER TO QUOTE	
4	CVD charges if any (Whether inclusive (or) extra) Clearly mention the percentage	SUPPLIER TO QUOTE	
5	VAT % Clearly mention the percentage with& without form	SUPPLIER TO QUOTE	
6	CST % with& without c form Clearly mention the percentage	SUPPLIER TO QUOTE	
7	FREIGHT & INSURANCE CHARGES FOR DELIVERY AT BHEL / TRICHY STORES	SUPPLIER TO QUOTE IN % ONLY	
8	DEIVERY SCHEDULE FROM THE DATE OF PURCHASE ORDER / LETTER OF INTENT	SUPPLIER TO QUOTE IN NO. OF DAYS/ WEEKS	
9	PAYMENT TERMS	As per <b>Clause 11</b> of Terms and Conditions of the Enquiry (Two Part Bid)	
10	LIQUIDATED DAMAGES CLAUSE	As per <b>Clause 12</b> of Terms and Conditions of the Enquiry (Two Part Bid)	
11	RISK PURCHASE CLAUSE	As per <b>Clause 23</b> of Terms and Conditions of the Enquiry (Two Part Bid)	
12	GUARANTEE / WARRANTY	AS PER TENDER CONDITION	
13	ERECTION / COMMISSIONING	AS PER TENDER CONDITION	
14.	Origin of dispatch	SUPPLIER TO QUOTE	
145	Nearest airport & sea port (For import supplies)	SUPPLIER TO QUOTE	
16	Country of Origin (For import supplies)	SUPPLIER TO QUOTE	
17	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 (MODEL PRICE BID FORMAT)

ENQ SL NO	BHEL SPECIFICATIONS	VENDOR'S SPECIFICATION	unit	quantity	Rate in Rs.	Value in Rs.
10						
20						
30						

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. (TO BE SUBMITTED IN BID PART 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 i.e. (I).Techno-Commercial Bid & (II).Price Bid super scribed as "Techno-Commercial Bid and Price Bid" for Enquiry No: .....Dt.: .....Due Dt.: .....	
02.	Annexure-A part-(a).TECHNICAL TERMS CONFIRMATION & part (b).COMMERCIAL TERMS CONFIRMATION to be SUBMITTED ALONGWITH IN BID PART : 1	
03.	Annexure-B- Price Bid to be SUBMITTED IN BID PART NO: 2	
04.	Pre-Qualification Criteria fulfilled& documents Submitted	
05.	Documents/technical catalogues /DRAWINGS, (wherever as applicable) submitted as per tender condition	
06.	point to point confirmation provided as per tender condition	
07	In case of RA conductance ,Details submitted as per RA checklist	