



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - FOSSIL BOILERS
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

PHONE :2577025
GRAMS : BHARATELEC
FAX NO: 2520719
E-mail: dcm@bheltry.co.in
Web:

429-002/A

| | | | |
|--|--------------------------------------|-----------------------------------|---|
| | Enquiry No 2691600078 - 41 | Enquiry Date 08.06.2016 | Due Date for Quotation 01.07.2016 |
| Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. Bid should be submitted in two parts. 1.Techno-commercial bid (Part-I) and 2.Price bid(Part-II) in a separate sealed cover and both covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date & Enq. Due date must be written on all three covers. | | | |

| Item | Description | Unit | Quantity | Delivery Quantity | Schedule Date |
|------|---|------|----------|-------------------|---------------|
| 10 | Cesium Chloride AR Item : Cesium Chloride AR Packing: 100 g bottle Quality: Merck EMPARTA Quality only accepted. Make : Merck / Qualigens are acceptable. | NO | 1.000 | 1.00 | 25.08.16 |

General Note:

ANNEXURE - "A" COMMERCIAL TERMS AND CONDITIONS MUST BE FILLED, SIGNED WITH YOUR OFFICIAL SEAL STAMPED AND SUBMIT ALONG WITH TECHNO COMMERCIAL BID

YOU SHOULD CONFIRM LD CLAUSE, VALIDITY AND PAYMENT TERMS AS PER BHEL COMMERCIAL TERMS AND CONDITIONS . OTHERWISE YOUR OFFER WILL BE REJECTED
All the tenders may be addressed to the following address:

**The Tender Opening Cell / MM
Room No: 26, Building 24, Ground Floor
Bharat Heavy Electricals Limited
TIRUCHIRAPALLI 620014**

In case personal delivery of the offer, it shall be dropped into the respective box kept in Room No: 26, after duly entering the data in the system.

Offers will be accepted only up to 14.00 Hrs on the due date. Therefore, vendors shall ensure to submit the offers well before this time. All due date extension requirements should be addressed to the respective Purchase mail IDs. All the due date extension requests from vendors will be considered only up to 48 hours before the due date and time.

Vendors are requested to avoid submission of offers through e mail / fax. In case of any unavoidable situation, offers shall be sent through e mail to the following mail ID only tender_cell@bheltry.co.in.

As tenders are being opened by Common Tender Opening Cell, offer covers should be sealed with tenderer's distinctive seal and super scribed with correct Tender No. item of supply and due date of opening.

The offers will be opened at 14.30 hrs on the due date of the tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

The 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

ARUN PRASATH N
MANAGER, PURCHASE
Senior Engineer (SR)
Purchase (GP & SR) / MM / RM
BHEL, TIRUCHY - 620 014



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TAMILNADU (INDIA)

PHONE :2577025
GRAMS : BHARATELEC
FAX NO: 2520719
E-mail: dcm@bheltry.co.in
Web:

2691600078 / 08.06.2016

23505

The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.


The supplier shall submit EI/EII forms to BHEL time to time as indicated by the BHEL and in case of inordinate delay in issuing EI/EII forms, then BHEL reserves the right to deduct 5% of the value of the supplied items against which EI/EII forms pending to be issued

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


ARUN PRASAD, N
MANAGER / PURCHASE
Senior Engineer
(FOSSIL BOILERS)
Purchase (CP & S) / MM / RM
Yours faithfully,
BHEL, TIRUCHY - 620 014.

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI
CAPITAL PURCHASE

Annexure-A

PART - I

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 TWO INNER ENVELOPES as indicated below which shall be sealed in one outer envelope.</p> <ul style="list-style-type: none">❖ 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. <p>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.</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">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, INDIA4) 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 " <p>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.</p> <p>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.</p> |
| <p><u>OPENING OF TENDERS</u></p> <p>The Part I- Technical & commercial bid would be opened on the Tender opening date.</p> <p>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). Date and time of Price Bid (Part-II) opening 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</p> |

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. | <u>BHEL COMMERCIAL TERMS AND CONDITIONS FOR INDIGENOUS SUPPLIES</u> | Vendor's Confirmation / Comments |
|---------|--|----------------------------------|
| 1 | <p><u>Bid should be submitted in Two Parts.</u></p> <p>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</p> | |
| 2 | <p><u>ARBITRATION:</u> 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.</p> <p>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.</p> | |
| 3 | <p>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.</p> | |
| 4 | <p>Technical confirmation to BHEL's Specification shall be furnished. If needed additional sheets shall be used.</p> | |
| 5 | <p>Prices shall be quoted item wise only.</p> | |
| 6 | <p>Delivery INCO TERMS- Price quoted -FOR BHEL TRICHY (TN), STORES or ex-WORKS Basis or, FOR WORKS (DESPATCHING STATION) In case of EX works / FOR WORKS basis, indicate the Despatching station.</p> <p>Prices shall be quoted on "FIRM PRICE" basis only.</p> | |
| 7 | <p>Validity of offer shall be for a minimum period of 120 days from the date of Tender opening</p> | |
| 8 | <p>Delivery period from the date of Letter of Intent / Purchase order (Days/Weeks)</p> | |
| 9 | <p>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.</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> | |

| | | |
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| | <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><u>Payment term for supply portion:</u></p> <p>Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials. Note: Only Direct Payment after goods receipt & acceptance will be accepted .Above payment term acceptance is essential for consideration of your offer</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> <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><u>Important Note:</u> BHEL will consider the ranking after the loading is applied as referred vide SI. No. 9 &10 above wherever deviations are observed.</p> | |
| 11 | <p><u>Following Risk Purchase clause shall be applicable:</u></p> <p>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 or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.</p> | |
| 12 | <p><u>Erection / commissioning: (if applicable only)</u></p> <p>Erection / commissioning charges if any has been mentioned in the offer or else confirmation that Erection / commissioning shall be done at free of cost is available in the offer.</p> | |
| 13 | <p>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></p> | |
| 14 | <p>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 and Tamilnadu.</p> | |
| 15 | <p>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.</p> | |
| 16 | <p>Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, Trichy, Tamilnadu basis.</p> | |

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| 17 | <p>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,</p> <p>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.</p> <p>"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 for consideration of MSE certificate."</p> <p>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</p> <p>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 partnership firm and all directors in case of private/public limited must belong to SC/ST category</p> |
|----|---|

| <u>OTHER DETAILS REQUIRED</u> | | |
|--------------------------------------|--|---------|
| 18 | % of Excise Duty with cess | |
| 19 | % of TAX (VAT) (TNGST with FORM-17) | |
| 20 | % of TAX (VAT) without form | |
| 21 | % of TAX (CST) (CST with C-FORM) | |
| 22 | % of TAX (CST) without form | |
| 23 | Packing & Forwarding Charges (in % only) | |
| 24 | Freight & transit insurance charges, if any((in % only) Freight charges from Dispatching station to BHEL TRICHY (TN) (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) | |
| 25 | Approximate Net weight of the total consignment | |
| 26 | Approximate Gross weight of the total consignment | |
| 27 | Approximate Dimensions of the Consignment | |
| 28 | Name of the contact person | |
| 29 | Land Line Number | |
| 30 | Fax Number | |
| 31 | Mobile Number | |
| 32 | E-mail ID | |
| 33 | PAN No. | |
| 34 | 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"

PART - II

MODEL PRICE BID FORMAT FOR INDIAN BIDDERS

Enquiry No. & Date:

Bidder's Offer No. & 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) |
|-------|--|----------------|-----|---|--|---------|------------------|---|
| | | | | | | | | |
| | 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, TRICHY (TN) (Note:If the delivery terms is Ex Works the materials has to be sent through BHEL approved carrier only, in this case the freight & Insurane 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 & 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"

MSE Annex -I

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 (Le. 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 _____ Lakhs

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 _____ Lakhs

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

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, BHEL reserves the right to reject such offer)

FOREIGN VENDORS

| SI No | DESCRIPTION |
|-------|---|
| 1. | <p>The Bidders shall submit their offer in TWO INNER ENVELOPES as indicated below which shall be sealed in one outer envelope.</p> <ul style="list-style-type: none">• 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. <p>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.</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">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, INDIA4) 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 " <p>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.</p> <p>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.</p> |
| 2. | <p><u>OPENING OF TENDERS</u></p> <p>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.</p> |

| | | |
|---|---|------------------------------|
| 3. | <p><u>Taxes and Duties</u> 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.</p> <p>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.</p> | |
| 4. | <p><u>Currency of payment:</u> 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.</p> <p>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</p> | |
| No row shall be left blank. Please indicate NA, in case the item is "not applicable" | | Vendor's confirmation |
| 5. | Validity: Validity of the offer should be 120 days from the date of tender opening | |
| 6. | <p><u>Payment terms:</u> BHEL Payment term is 80% 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. Balance 20% will be paid within 45-90 days after Minutes of Meeting for E&C shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators etc as envisaged in PO against submission of PBG for 10% of total order value</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"> · 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. | |
| 7. | <p><u>Payment terms for Indian Agent:</u> 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> | |
| 8. | <p><u>Liquidated damages (LD):</u> 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&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&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&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).</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> | |
| 9. | <p><u>Risk Purchase:</u> 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> | |

Bharat Heavy Electricals Limited TIRUCHIRAPPALLI/CAPITAL PURCHASE Annexure-A

| | | |
|----|--|--|
| 10 | <p>Delivery terms and evaluation process:</p> <p>Terms of Delivery: Bidders are required to quote their best delivery period. Foreign vendors should quote for delivery on CFR/CIF (Chennai Sea Port / Airport as the case may be with detailed price breakup for ocean freight/air freight etc.) or on FOB/FCA 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 & 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> | |
| 11 | <p>Guarantee:</p> <p>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.</p> <p>Normally No deviation permitted and the deviated offers are liable for rejection.</p> | |
| 12 | <p>Short shipment / Warranty replacement: 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.</p> <p>Warranty Replacements during Guarantee period at supplier's cost on DDP - Incoterms 2010 basis.</p> | |
| 13 | <p>Inspection & Testing: 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> | |
| 14 | <p>Test certificates / Operating and Maintenance manuals : 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> | |
| 15 | <p>BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.</p> | |
| 16 | <ul style="list-style-type: none"> • 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 • Equipment offered shall be "New". Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for further processing Fixed price: • 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. • The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. | |
| | <ul style="list-style-type: none"> • 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. • 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. • 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. • 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 | |

Bharat Heavy Electricals Limited TIRUCHIRAPPALLI/CAPITAL PURCHASE Annexure-A

| | |
|---|--|
| 17. Company Details & Contact | |
| Full Address of the company: | |
| Company Email ID: | |
| Phone No.: | |
| Name of the contact person: | |
| Mobile No.: | |
| e-mail ID | |
| 18 TO BE CONFIRMED BY VENDOR | |
| Country of origin: | |
| Station of dispatch/Port Of Shipment | |
| Delivery Terms (For destination/Ex-works or CIF/CFR/FCA/FOB as per clause 9) | |
| 19 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. | |
| 20 Delivery from the date of Letter of Intent / Purchase Order. (This should be inclusive of Order acceptance, drawing approval and time period required for dispatch (B/L or AWB date) etc., 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) | |
| 21 ARBITRATION: 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 | |
| 22 Weight & Cubage of package: 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:-

- 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.
- The prices are to be offered only on FOB/FCA basis, inclusive of Packing & Forwarding charges if any.
- 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
- 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:

Bharat Heavy Electricals Limited TIRUCHIRAPPALLI/CAPITAL PURCHASE Annexure-A

Department:

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)

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"