

**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP: HARDWAR-249 403 (UA)**  
**Fax: 0091 01334-226462, Phone: 0091 01334-285520**  
**E-mail: [surkumar@bhelhwr.co.in](mailto:surkumar@bhelhwr.co.in)**

No. Cen/OT/2014-15/1

Date: 10/05/2014

**Subject: Open tender as detailed below:**

**OPEN TENDER**

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.
2. Last date for taking tender documents and Opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. Intending vendors must remit the tender fee of Rs. 2,000.00 for indigenous supplies (equivalent foreign currency \$ 50.00 / € 40.00) from foreign vendors against each tender along with the requisite EMD in the form of **Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders) only (Cheque / Bank Guarantee are not acceptable)** while submitting the tender documents as detailed in "Instruction to Bidders", after down loading from this web site.
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.

Sl. No.	Tender No.	Description of Equipment	Qty. (No.)	Last date to get from BHEL	Opening date
1.	533/C/6190/13/3552/F/1	Auto Darkening Welding Helmet As per plant purchasing Specification no. BHEL/HEEP/HSE/I/07 REV. NO. 01	30	08/06/2014	09/06/2014

- Guarantee Certificate required
- Test Certificate required
- Modvat Not Applicable

**(Surendra Kumar)**  
**Sr. Manager (Purchase-Central)**



**BHARAT HEAVY ELECTRICALS LIMITED**

**FAX NO: 0091 1334 226462**  
**PHONE NO: 0091 1334 01334-285520**

**Enq. No.:** 533/C/6190/13/3552/F/1

**Date of issue : 10/05/2014**

**Due Date : 09/06/2014**

M/s.....

.....

Sub: Tender Enquiry No. 533/C/6190/13/3552/F/1

Dear Sir,

We are pleased to invite your offer in THREE PARTS strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned equipment / systems.

Sl. No.	Description of Equipment	Qty. (No.)	Delivery Required	EMD (Earnest Money Deposit)
1.	Auto Darkening Welding Helmet As per plant purchasing Specification no. BHEL/HEEP/HSE/I/07 REV. NO. 01	30	30/10 /2014	Rs. 1,00,000.00 (One Lac only) or equivalent foreign currency

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

**NOTE: The vendor should submit their best price at this stage itself and they will not be allowed to revise the price unless there is change in specification or terms and conditions or specifically asked by BHEL. In case of any uncalled revision / discount submitted by vendor subsequently will be ignored & the bid is likely to be rejected.**

**PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE {drawn in favor of BHEL Hardwar} IN PART- I.** This Part –I shall be opened at 2 PM on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

**All Govt. of India / Central & State PSUs / State Govt. entities / Micro and Small Enterprises (Registered under SSI, NSIC, KHADI Board, DIC etc.) are exempted from submission of EMD & Tender Fee.**

Certificate of registration must be valid on the date of tender opening & till throughout tender finalization / currency of the contract. In case of its expiry in between, the MSE advantages shall be withdrawn. Also, vendor should be registered for the same products, works or services as per the tender.

Micro and small Enterprises will submit either of the following for exemption of EMD & Tender Fee :

- i) Valid NSIC Certificate or
- ii) Entrepreneurs Memorandum part II (EM II) Certificate (with deemed validity of 2 years from the date of issue of acknowledgement in EM-II) or
- iii) EM-II certificate with CA certificate applicable for the year , certifying that investment in plant & machinery of the supplier is within the permissible limits as per the MSME Act for relevant status (Micro or small, where the deemed validity of 2 years from the date of issue of acknowledgement in EM-II is over.}}

EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Security Deposit..

EMD shall not carry any interest.

KINDLY READ “INSTRUCTIONS TO BIDDERS” **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED

Thanking You,  
Yours Faithfully,

For & ON BEHALF OF BHEL, HARDWAR

**(Surendra Kumar)**  
**Sr. Manager (Purchase-Central)**

**Clause 1.0 :**

The tenders shall be submitted in **THREE PARTS** (Part I : EMD & Tender Fee or Certificate towards exemption of EMD & tender fee, Pre- Qualifying Requirement (PQR) & Supplier Registration Form (SRF), Part II : Techno -Commercial Bid & Part III : price Bid) as described below on or before the due date.

Procurement directly from the manufacturers / suppliers shall be preferred. However, if OEM / Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both, the manufacturer / supplier and the agent, bid received from the agent shall be ignored.

The bidders (originals manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. **Unsigned bids shall be ignored.**

However, the suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable.

**Clause 1.1 :**

The tender document must comprise of three envelopes:

- I) Envelope I : EMD & Tender Fee or Certificate towards exemption of EMD & tender fee, Pre- Qualifying Requirement (PQR) & Supplier Registration Form (SRF)
- II) Envelope II : Techno -Commercial Bid.
- III) Envelope III : Price Bid.

**All offer comprising of above three envelopes & the relevant information should be submitted on or before the due date & time of tender opening.**

**Clause 1.2 :**

**PART I :** Shall comprise of requisite EMD & Tender Fee or Certificate towards exemption of EMD & tender fee, Pre- Qualifying Requirement (PQR) & Supplier Registration Form (SRF).

- a) Point wise reply to all the points mentioned in Pre- Qualifying Requirement specified in the tender.
- b) Relevant documents as requested in Pre- Qualifying Requirement.
- c) The Supplier Registration Form (SRF) duly filled-up will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness  
Vendor evaluation form can be downloaded from [www.bhel.com](http://www.bhel.com). BHEL registered vendors (registered with permanent code M, N, S) need not to submit SRF.

For New Vendors and vendors registered with T code, SRF is to be submitted essentially along with the offer.

**Clause 1.3 :**

**PART II:** (TECHNO-COMMERCIAL BID) shall comprise of following documents:

- a) Complete Technical offer.

- b) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- c) Acceptance of commercial terms by vendor as per **Annexure I**.
- d) Deviation with reference to specification to be laid down on separate sheet.

Cost of deviation is to be submitted along with the price bid essentially, in case vendor withdraws the deviation clauses the same will be considered for final evaluation,

- e) Copy of price Bid (without prices).
- f) The rating of the company quoting for this tender from a third party (independent agency) preferably by M/s Dun and Bradstreet should be submitted. (DUNS NUMBER). **Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years** in absence of DNB / third agency report.
- g) Any additional documents (please specify).

### **PART-III : (PRICE BID)**

#### **Clause 1.4 :**

The price Bid (with price) to be submitted for the complete scope strictly as specified in the price Format attached as Annexure-II.

Prices are to be indicated in both figures and words. In case of any discrepancy of value the prices quoted in words shall be considered for evaluation and establishing L1 status.

If price bid is not submitted along with other two envelopes, the offer will be rejected out rightly.

**\*\* The evaluation of tender shall be on the basis of “total cost to BHEL. For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (part-I in case of three part bid) shall be considered.**

#### **Clause 1.4.1**

- a) **Foreign Suppliers** : The prices are to be quoted on C&F Mumbai (Sea) / New Delhi (Air) basis. The bidder who quote on other than C&F Mumbai / New Delhi basis then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port, against the enquiry/freight rate available with BHEL. Further non-availability of ship will not be accepted for rescheduling or waiver of penalties.
- b) **Indigenous suppliers** : Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website [www.bhelhwr.co.in](http://www.bhelhwr.co.in). If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.
- c) Insurance during transportation shall be taken care of by BHEL.
- d) Applicable sales Tax, Excise duty, service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation.
- e) The comparison between foreign and indigenous bids shall be done based on the **Total** Landed price basis (FOR Destination).

**Clause 2.0 :**

Offer should be complete in all respect (i.e. Part-I, Part-II and Part-III).

Part-I (comprising EMD & Tender Fee or Certificate towards exemption of EMD & tender fee, Pre-Qualifying Requirement (PQR) & Supplier Registration Form (SRF)) will be opened on the date and time specified in the tender covering letter, in the presence of those vendors, who wish to attend the tender opening

Part II containing Techno -Commercial Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II shall be intimated to vendors in advance.

Part III containing Price Bid will be opened for those vendors who have qualified in the Part I & Part II. The opening date of Part III shall be intimated to vendors in advance.

**Clause 2.1 :**

- a. **BHEL reserves the rights to place order for tendered quantity on more than one vendor**

**Clause 2.1.1:**

The part-III price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders whose techno-commercial bid and financial healthy has been found acceptable.

**BHEL reserves the right to evaluate vendors process capability / quality systems etc by visiting vendor works (if required)**

**Clause 3.0 :**

The following shall be super scribed on the envelopes:

1. PART-I

1. TENDER NO. AND ITEMS DESCRIPTION.
2. DUE DATE FOR OPENING.
3. "TENDER FEE & EMD OR CERTIFICATE TOWARDS EXEMPTION OF EMD & TENDER FEE, PRE- QUALIFYING REQUIREMENT (PQR) & SUPPLIER REGISTRATION FORM (SRF) – PART - I."

2. PART-II

1. TENDER NO. AND ITEMS DESCRIPTION.
2. DUE DATE FOR OPENING OF PART-I.
3. TECHNO -COMMERCIAL BID – PART – II

3. PART-III

1. TENDER NO. AND ITEMS DESCRIPTION.
2. DUE DATE FOR OPENING OF PART-I.
3. PRICE BID – PART – III

**Clause 3.1 :**

The part-I, part-II & part-III shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as :

“TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON -----  
---CONTAINING PART-I, PART-II & PART-III OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope.

**Clause 3.2 :**

Envelopes not marked as above are liable to be ignored and will not be opened.

**Clause No. 4: As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)**

**Clause No. 5: The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com)**

**a) Foreign Suppliers:**

**General Instruction for Foreign Suppliers.**

- \* The prices are to be quoted on C&F Mumbai basis. The bids will be valued on C&F basis. The bidder who quotes on other than C&F Mumbai basis then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port against the enquiry /freight rate available with BHEL. Further non-availability of ship will not be accepted for rescheduling the delivery or waiver of penalties.
- \* Please quote your rates in your currency or Indian Rupees.
- \* Indian Agents commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation.
- \* The vendor must indicate the name of port of loading in their offer.
- \* While submitting your bids please clearly indicate:
  - (a) Expected Weight of goods (lots wise).
  - (b) The size of packed goods.
  - (c) Whether the goods can be despatched in containers ?
- \*- Please quote your rates with both the options (a)C&F Landing Port & (b) FOB despatching port. In case of FOB despatching port,BHEL will add sea freight,insurance and administrative charges for comparison purpose.
- No representation about the freight amount taken by BHEL will be entertained.
- \* Please inform Approximate Shipping Weight and the Shipping Volume of the Consignment in your quotation.
- \*- As per the Indian Law, all consignments being imported into India by air/sea require a phytosanitary certificate from the country of origin-if articles have been packed with packaging materials. This is mandatory.
  - Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust,wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.
  - Please confirm in your offer/despatch documents that the required phytosanitary certificate will be submitted.
- \* The Trans-shipment condition in BHEL purchase orders / Letter of Credit will be governed by Uniform Customs and Practices for Documentary Credits, UCP 500 of International Standard Bank Procedures issued by the International Chamber of Commerce ( ICC ). Please refer to our web site [www.bhelhwr.co.in](http://www.bhelhwr.co.in) under the heading " TRANS-SHIPMENT".
- \* Specifically confirm your agreement to air freight the material at your cost in case the delivery is delayed beyond 4 weeks. It is in addition to the penalty for delayed delivery as per the printed clause overleaf.
- \* The offer should be accompanied with relevant copies of catalogues,drawings or specification. If these documents are not

furnished the offer is liable to be rejected.

\* For evaluation, exchange rates (TT selling rates of SBI) as on scheduled date of tender opening (part 1 bid in case of 2 part bid) shall be considered.

\* BHEL will deal directly with the manufacturers and no correspondence with the agents will be entertained. The agents will not be permitted to visit/ interact with BHEL on behalf of their principals. Subsequently also no correspondence of any type will be made with any agent. All individuals/ companies representing/ Advisor/retainer ship basis or claimed to be part time employee for many OEMs/claiming to be channel/business partner for BHEL work/stockist not registered specifically etc etc are Agents

\* The bidders (original registered suppliers) will have to submit the ink signed offer/bid in original directly to BHEL. In case the bid is submitted by FAX/email, the bidders shall simultaneously ensure submission of ink signed original bid to BHEL also in the manner prescribed in this tender.

\* However, the suppliers or their authorised representatives may be allowed to attend tender opening if duly authorised by their principals, through a specific letter for a particular enquiry, for price bid opening on that particular day. General authorization letter is not acceptable.

\* As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, One Agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL-Hardwar is likely to cancel Enquiries/P.O.s to such suppliers. Further such Indian Agents are likely to be de-listed (Black listed for business from BHEL).

\* Vendor should quote price and delivery details as per commercial terms & conditions enclosed.

\* BHEL may load maximum penalty under Late Delivery Clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor.

\* **RISK PURCHASE:** In case of delays in supplies / defective supplies or nonfulfillment of any other terms and conditions given in Purchase Order the purchaser may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier.

Vendors do not agree to the above RISK PURCHASE CLAUSE and in eventuality of RISK PURCHASE, may be banned for business with BHEL.

\* Loading on prices-In case of deviation in payment terms from standard terms & conditions, the loading pattern for comparison of price bids is mentioned below:

- 1.25% per month for the amount exceeding 90% of the contract value. The period of loading shall be 1 month for indigenous items and 2 months for imported items. The loading will be done for each case more than Rs. 1 lac & is for comparison purpose only to determine L1 status.

\* Any document if identified as "AWAITED" against any of the items above, has to be submitted by the vendor in 4 sets alongwith their offer, for one-time approval by BHEL. Each document must be identified with a unique document no and its revision no.

\* -All bank guarantees for Security Deposit as well as Performance Bank Guarante should be from one of the BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks is displayed at BHEL website [www.bhelhwr.co.in](http://www.bhelhwr.co.in)

-However, in case the bank guarantee is not from BHEL consortium banks, then the vendor has to get the bank guarantee confirmed from one of the BHEL consortium banks and the bank charges are to be borne by the bidder.

-If any vendor does not accept this condition, their offer is likely to be ignored.

\* BHEL reserves rights to place order for tendered quantity on more than one vendor.

\* In case you are not quoting, please send your regret letter positively for our reference.

\* Intimate your email address or changes, if any, by email to [asanyal@bhelhwr.co.in](mailto:asanyal@bhelhwr.co.in) giving your Vendor Code.

\* The vendor shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement.

\* The above terms and conditions supercede the same or similar terms and conditions, if appearing elsewhere in the enquiry or PO.

\* Following information is available on Busiess-to-Business Portal on website [www.bhelhwr.co.in](http://www.bhelhwr.co.in) : 1 Tender Submission, 2 Comparative Statement of Rates, 3 Status of tender enquiries, 4 Negotiations, 5 Status of purchase orders, 6 Pink Memos, 7 Rejection 8 Payment Status and 9 Vendor Registration.

The user ID & password can be obtained from website itself.

\* Please resolve your rejections and unexecuted overdue purchahse orders immedaitely which are posted at website.

\* Please confirm that prices quoted are not more than the prices quoted any other BHEL unit.

\* Where ever national/international(N/IN) standards are referred, the latest N/IN standard & are to be followed. Mention year & date of standard revision that shall be followed for the supply.

\* Kindly quote your prices in figures and words both. Incase of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status

**\* TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERD UNDER ANY CIRUMSTANCES**

\* The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall

be rejected. The list of banned firms is available on web site [www.bhel.com](http://www.bhel.com)

**b) Indigenous suppliers:  
General Instruction for Indigenous Suppliers.**

\* Rate of Excise & Sales Tax must be indicated in your offer even if it is inclusive.

\* Where ever the material is being offered in imported & the prices quoted are inclusive or exclusive of CVD, the rate & value of CVD as on date of the offer for each item must be indicated. The offer is liable to be ignored in absence of this information.

\* Please quote your rates on FOR destination basis. However, the insurance will be arranged by BHEL. You can despatch goods through any Indian Bank

Association approved transporters having their branch at Hardwar/destination.

For your convenience the names and addresses of transporters approved by IBA & BHEL are posted at our website <http://www.bhelhwr.co.in>. If any bidder still quotes on other than FOR destination basis then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby station, against the enquiry/freight rate available BHEL.

Further non-availability of BHEL approved transporter will not be accepted for rescheduling the delivery or waival of penalties.

**\* NEGOTIATION OF DOCUMENTS THROUGH BANK:**

- Where the paymentes are through bank, the documents may be presented for negotiation through any of the following bankers:

a. CANARA Bank: Branch Code 2225, Railway Road, Haridwar. 249401 (U.A.)

b. PNB Br. Code 1074 PNB House BHEL Ranipur Haridwar 249403 (U.A.)

\*Clearly state your status regarding Micro, Small and Medium Enterprises as per the Micro, Small and Medium Enterprises Development Act-2006 by producing relevant certificate. MSE Suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate applicable for the year certifying quantum of investment in plant & machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

\* BHEL will deal directly with the manufacturers and no correspondence with the agents will be entertained. The agents will not be permitted to visit/ interact with BHEL on behalf of their principals. Subsequently also no correspondence of any type will be made with any agent. All individuals/ companies representing/ Advisor/retainer ship basis or claimed to be part

time employee for many OEMs/claiming to be channel/business partner for BHEL work/stockist not registered specifically etc etc are Agents

\* The bidders (original registered suppliers) will have to submit the ink signed offer/bid in original directly to BHEL. In case the bid is submitted by FAX/email, the bidders shall simultaneously ensure submission of ink signed original bid to BHEL also in the manner prescribed in this tender.

\* However, the suppliers or their authorised representatives may be allowed to attend tender opening if duly authorised by their principals, through a specific letter for a particular enquiry, for price bid opening on that particular day. General authorization letter is not acceptable.

\* As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, One Agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL-Hardwar is likely to cancel Enquiries/P.O.s to such suppliers. Further such Indian Agents are likely to be de-listed (Black listed for business from BHEL).

\* Vendor should quote price and delivery details as per commercial terms & conditions enclosed.

\* BHEL may load maximum penalty under Late Delivery Clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor.

\* RISK PURCHASE: In case of delays in supplies / defective supplies or nonfulfillment of any other terms and conditions given in Purchase Order the purchaser may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier.

Vendors do not agree to the above RISK PURCHASE CLAUSE and in eventuality of RISK PURCHASE, may be banned for business with BHEL.

\* Loading on prices-In case of deviation in payment terms from standard terms & conditions, the loading pattern for comparison of price bids is mentioned below:

- 1.25% per month for the amount exceeding 90% of the contract value. The period of loading shall be 1 month for indigenous items and 2 months for imported items. The loading will be done for each case more than Rs. 1 lac & is for comparison purpose only to determine L1 status.

\* Any document if identified as "AWAITED" against any of the items above, has to be submitted by the vendor in 4 sets alongwith their offer, for one-time approval by BHEL. Each document must be identified with a unique document no and its revision no.

\* -All bank guarantees for Security Deposit as well as Performance Bank Guarante should be from one of the BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks is displayed at BHEL website [www.bhelhwr.co.in](http://www.bhelhwr.co.in)

-However, in case the bank guarantee is not from BHEL consortium banks, then the vendor has to get the bank guarantee confirmed from one of the BHEL consortium banks and the bank charges are to be borne by the bidder.

-If any vendor does not accept this condition, their offer is likely to be ignored.

\* BHEL reserves rights to place order for tendered quantity on more than one vendor.

\* In case you are not quoting, please send your regret letter positively for our reference.

\* Intimate your email address or changes, if any, by email to [asanyal@bhelhwr.co.in](mailto:asanyal@bhelhwr.co.in) giving your Vendor Code.

\* The vendor shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement.

\* The above terms and conditions supercede the same or similar terms and conditions, if appearing elsewhere in the enquiry or PO.

\* Following information is available on Busiess-to-Business Portal on website [www.bhelhwr.co.in](http://www.bhelhwr.co.in) .:

1 Tender Submission, 2 Comparative Statement of Rates,

3 Status of tender enquiries, 4 Negotiations, 5 Status of purchase orders,

6 Pink Memos, 7 Rejection 8 Payment Status and 9 Vendor Registration.

The user ID & password can be obtained from website itself.

- \* Please resolve your rejections and unexecuted overdue purchase orders immediately which are posted at website.
- \* Please confirm that prices quoted are not more than the prices quoted any other BHEL unit.
- \* Where ever national/international(N/IN) standards are referred, the latest N/IN standard & are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- \* Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status
- \* TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES

Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.

IN CASE VENDORS ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN A LETTER OF REGRET MUST BE SENT IF THEY HAVE COLLECTED THE TENDER DOCUMENTS FROM BHEL.

Thanking You,  
Yours faithfully,  
For & on behalf of BHEL, Hardwar.

**(Surendra Kumar)**  
**Sr. Manager (Purchase-Central)**

DESCRIPTION	VENDOR'S CONFIRMATION
1. <b>Payment terms:</b> 100% on Receipt and Acceptance of the Material at BHEL Stores.	
2. <b>Currency of payment ( For Foreign Supplier ) :</b> Euro / Dollar / CHF etc.	
3. <b>Currency of payment ( For Indigenous Supplier ) :</b> Indian Rupees	
4. <b>Security Deposit :</b> Vendor has to submit security equal to the amount of 10% of the total order value in the currency of order within one month of receipt of order in the form of Bank Guarantee in BHEL format from BHEL consortium bank and valid up to two months beyond shipment date.  SSI units registered with NSIC for the tendered items are exempted from submission of security deposit up to the monetary limit. However, copy of NSIC certificate for the tendered item must be included in the technical offer.	
5. <b>Order Acceptance:</b> Order Acceptance (ink-signed) must be submitted within 30 days from the date of PO. Bank guarantee towards security deposit must be submitted along with the order acceptance.	
6. <b>Late delivery penalty clause (LD) :</b> 0.5% per week or part thereof subject to a maximum of 10% of the value of unexecuted portion of the order.	
7. <b>Settlement of Disputes:</b>  <ul style="list-style-type: none"> <li>• Settlement of disputes through arbitration shall be in accordance with Arbitration Rules of Conciliation and Arbitration of the ICC, Paris. The venue of arbitration shall be New Delhi. The courts of New Delhi shall have exclusive jurisdiction.</li> <li>• For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.</li> </ul>	
8. <b>Details of Contact person :</b> Name, Designation, Department, complete postal address, E-mail address, Fax No., phone No., Mobile No. to be mentioned.	
9. <b>Validity:</b> Validity of the offer should be 90 days from tender opening date.	
10. <b>Bank Charges:</b> Bank Charges on either side.	
11. <b>Participation in Reverse Auction :</b> BHEL may decide to process the case through RA ( <b>As per Annexure-V attached</b> ). Vendors to give their confirmation for participation in Reverse Auction process.	
12. <b>Foreign Suppliers :</b> Dispatching port & Country to be mentioned essentially.	
13. <b>Total weight :</b> Gross / Net in Kg. Also package size essentially should be indicated, if not exact then approximate value.	

**PRICE SCHEDULE****ANNEXURE-II**

**For import supply (Please attach un-priced copy of this price schedule in techno-commercial bid)**

Material Code as mentioned in Annexure-VI	Description	Quantity	Unit ( No. of Bags )	Rate per No. (Name of Currency)

**For indigenous supply (Please attach un-priced copy of this price schedule in techno-commercial bid)**

Material Code as mentioned in Annexure-VI	Description	Quantity	UNIT ( No )	Rate per No. of bags (Rs.)	Applicable Excise Duty @	Applicable VAT/CST ( With Form C and Without Form C )	Freight (Rs.)	Total Amount (Rs.)

- Un-priced copy of the above price schedule must be submitted along with Techno-Commercial bid.
- Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects.
- Prices quoted in this calculation sheet shall be covering the total scope of supply as per and no change in price after submission of tender shall be allowed unless there is change in specification or terms and conditions or specifically asked by BHEL.
- Total weight - Gross / Net in Kg.  
Also package size essentially should be indicated (if not exact then approximate).

**NOTE:**

- BHEL will evaluate the technical bids against essential criteria / requirements. BHEL may seek clarifications on technical bid, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**

**It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.**

- All the bidders whose offers have been accepted by BHEL will be given prior notice regarding opening of their original price bid.

Date :  
Signature :  
Name :

Designation :

Department :  
M/s

**LIST OF BHEL CONSORTIUM BANK\***

1	State Bank of India
2	Canara Bank
3	Bank of Baroda
4	Punjab National Bank
5	State Bank of Hyderabad
6	State Bank of Travancore
7	Corporation bank
8	Syndicate Bank
9	Indian Bank
10	Oriental Bank of Commerce
11	UCO bank
12	Central bank of India
13	IDBI Ltd.
14	HDFC Bank Ltd.
15	ICICI Bank Ltd.
16	Kotak Mahindra Bank ltd
17	The Federal bank Limited
18	Abn-Amro Bank
19	Citi Bank
20	HSBC
21	Deutsche Bank
22	Standard Chartered Bank
23	United bank of India
24	Vijaya Bank
25	Union Bank of India
26	Bank of India
27	Andhra Bank
28	Punjab & Sind Bank
29	Axis Bank

\* Please check the list of consortium banks on the following web site [www.bhelhwr.co.in](http://www.bhelhwr.co.in) every time a bank guarantee is executed.



ANNEXURE-IV

WAM-28

## Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company') having agreed to exempt-----  
----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ----- Made between ----  
-----and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees-----only).

1. We, \_\_\_\_\_ (Indicate the name of the Bank) \_\_\_\_\_  
(hereinafter referred to as 'the Bank') at the request \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. \_\_\_\_\_  
\_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_  
further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and

that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or

discharged or till \_\_\_\_\_ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all the liability under this guarantee thereafter.

5. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
  
7. We, \_\_\_\_\_ (indicate the name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_ (indicate the name of the bank) \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING**

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).

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 terms 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, start price, bid decrement, extensions 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 Bidders shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**Annexure - VI of Tender No.  
533/C/6190/2013/3552F/1**

<b>Item S.no</b>	<b>Material code</b>	<b>DESCRIPTION</b>	<b>Description in short</b>	<b>unit</b>	<b>Quantity</b>	<b>Lot No.</b>	<b>Lot Qty.</b>	<b>Delivery Schedule</b>
1	ISXW00203017	Auto Darkening Welding Helmet as per Plant Purchasing Specification No. BHEL/HEEP/HSE/I/07 Rev. No. 01	Auto Darkening Welding Helmet	No.	30	1	30	30/10/2014