



Tender No	BHEL/EPD/IMM-450/MM/5001431/16.07.2015
Tender Date	28.07.2015
Due date of tender opening	22.08.2015

BHEL-EPD, Bangalore desires to procure INJECTION MOULDING MACHINE -450 TONS as per the enclosed specifications

The offer should be addressed to

Sr.DGM /MM  
Bharat Heavy Electricals Ltd  
Electro Porcelain Division  
PB NO 1245, Science Institute Post  
Bangalore - 560012

So as to reach within 2 P.M. on the due date.

The offers should be submitted in two parts

- I. PART-A: Techno-commercial Bid and
- II. PART-B: Price Bid.

Each Part should be put in a separate sealed cover and the covers should have the corresponding Part name, Tender no, due date and name of the supplier. These two sealed covers should be kept in another sealed cover super scribed with tender number, due date and name of the supplier.

Techno-commercial offer and Price bid should not be put together in open condition. Only the cover consisting of Techno-Commercial Bid (PART-A) will be opened on the due date in the presence of those vendors or their Authorised representatives who wish to be present. The due date may be altered in case of insufficient response or other reasons deemed as valid. Refloating may also be resorted to with or without opening the received responses. The tenders meeting our Techno-Commercial requirements will be considered for Price Bid opening at a later date for which eligible vendors will be intimated in due course.

Enclosures:

- i. Technical Specification
- ii. General Terms and conditions with Annexure A and B.
- iii. Response Sheet (to be filled and duly signed and enclosed with Techno-Commercial offer along with **un priced** Price Bid format)
- iv. NEFT Mandate Form
- v. Format for Bank Guarantee

For and On Behalf Of BHEL-EPD

B.R.Barker  
Manager - MM

28/07/15

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बी.आर. बार्कर, प्रबंधक/सामग्री प्रबंधक  
B.R. BARKER TERMS AND CONDITIONS  
BHEL-EPD, BENGALURU-560 012

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## TECHNO-COMMERCIAL CONDITIONS SHALL INTERALIA CONTAIN THE FOLLOWING:-

- I. COMPLETE TECHNICAL OFFER INCLUDING DETAILED SPECIFICATIONS, DRAWINGS, CATALOGUES AND TEST REPORTS ETC., AS REQUIRED TOGETHER WITH EXPERIENCE LIST TO BE FURNISHED.  
PRICES SHALL NOT BE MENTIONED IN THIS OFFER.

## II. COMMERCIAL ASPECTS COVERING

- SCOPE OF SUPPLY
- SCOPE OF WORK, IF E&C ARE INVOLVED :
- STATUTORY LEVIES
- TERMS OF PAYMENT
- MODE OF PAYMENT
- DELIVERY TERMS
- GUARANTEE / WARRANTY OF THE EQUIPMENT INCLUDING BOUGHT OUT ITEMS
- TERMS FOR ERECTION & COMMISSIONING, SUPERVISION, IF ANY :
- BHEL'S SCOPE OF WORK / SUPPLY :
- AFTER SALES SERVICE
- PACKING & FORWARDING
- TRANSIT INSURANCE AND FREIGHT
- APPROX SIZE OF THE PACKED MATERIALS, WEIGHT AND VOLUME
- LIST OF ALL BOUGHT ITEMS AND MAKES
- VALIDITY OF THE BID

## III. 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 GOVT. OF INDIA, ISSUED FROM TIME TO TIME.
- 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 (AUTHORISED REPRESENTATIVES / ASSOCIATE / CONSULTANT OR WHATEVER NAME CALLED) AND SHALL DEAL DIRECTLY WITH THE FOREIGN PRINCIPAL ONLY FOR ALL CORRESPONDENCE AND BUSINESS PURPOSES.
- THE "GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS ENCLOSED AT ANNEXURE-A SHALL APPLY IN ALL SUCH CASES.
- 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) TOWARDS INDIGENOUS PORTION OF SUPPLIES/ SERVICES ON INDIAN SUPPLIER(S)/ AGENT ON THEIR BEHALF, THE CREDENTIALS/ CAPACITY/ CAPABILITY OF THE INDIAN SUPPLIER(S)/ AGENT TO MAKE SUPPLIES/SERVICES SHALL BE CHECKED BY BHEL AS PER THE EXISTANT GUIDELINES OF SUPPLIER EVALUATION, APPROVAL & REVIEW PROCEDURE (SEARP), BEFORE OPENING OF PRICE BIDS. IN THIS REGARD, DETAILS MAY BE CHECKED AS PER ANNEXURE-B. 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](http://WWW.BHEL.COM).



THE RESPONSIBILITY FOR SUCCESSFUL EXECUTION OF THE CONTRACT (INCLUDING INDIGENOUS SUPPLIES/ SERVICES) LIES WITH OEM/ FOREIGN PRINCIPAL. ALL BANK GUARANTEES TO THIS EFFECT SHALL BE IN THE SCOPE OF THE OEM/ FOREIGN PRINCIPAL.

**IV. DELIVERY PERIOD FOR 'SUPPLY':**

**a) 16 week time from the date of PO**

BHEL RESERVES THE RIGHT TO ACCEPT AN OFFER NOT MEETING THE NIT SCHEDULE. SUPPLY PERIOD INDICATED BY BIDDER SHOULD INCLUDE REASONABLE TIME REQUIRED FOR APPROVAL OF DRAWINGS AND OTHER INPUTS FROM BHEL. IN THE TECHNO-COMMERCIAL BID, THE BIDDER SHALL SUBMIT MILESTONES FOR VARIOUS ACTIVITIES IN CO-RELATION WITH SUPPLY AND E&C PERIOD QUOTED BY HIM.

**DELIVERY TERM FOR INDIGENOUS SUPPLIES:** F.O.R. - B.H.E.L. - EPD, STORES

**DELIVERY TERM FOR FOREIGN SUPPLIES:** FOB / FCA/ CIF BASIS INCLUSIVE OF SEA / AIR WORTHY PACKING AND INCLUSIVE OF ALL CHARGES TILL FOB / FCA.

**V. CHARGES FOR ERECTION/INSTALLATION & COMMISSIONING:**

ERECTION & COMMISSIONING (E&C) CHARGES, IF ANY, WILL INCLUDE SERVICES TO BE RENDERED AT BHEL LIKE ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, TRAINING TO OPERATORS, ETC. E&C CHARGES SHOULD BE QUOTED SEPARATELY BY BIDDERS.

**VI. VALIDITY OF THE OFFER:**

60 DAYS FROM DATE OF OPENING OF TECHNO-COMMERCIAL BID, EXTENDABLE TO A MUTUALLY AGREED PERIOD. PRICE VARIATION CLAUSE WITHIN THIS PERIOD WILL NOT BE ENTERTAINED.

**VII. PRICE IMPACT:**

PRICES ARE TO BE INDICATED AS PER UN-PRICED BID AS PER DETAIL AS WELL AS IN CONFORMITY WITH TERMS AS SUBMITTED IN PART-I. ALL APPLICABLE TAXES AND DUTIES ARE TO BE INDICATED CLEARLY IN THE OFFER. THE COMPARISON BETWEEN INDIGENOUS AND FOREIGN BIDS SHALL BE DONE BASED ON LANDED (FOR DESTINATION) PRICE BASIS. PROCESSING OF ANY OPTIONAL ITEM IS AT THE DISCRETION OF BHEL. OFFER WITH ANY PRECONDITIONS FOR PRICE WILL BE REJECTED.

THE BIDDERS WILL NOT BE ALLOWED TO REVISE THE PRICE DURING VALIDITY PERIOD. IN CASE, OUT COME OF TECHNO-COMMERCIAL DISCUSSION HAS ANY PRICE IMPLICATION, ONLY CORRESPONDING **PRICE IMPACT** IS TO BE SUBMITTED BY THE VENDOR IN A SEALED COVER WHICH WILL BE OPENED ALONG WITH THE ORIGINAL PRICE BID ON THE SPECIFIED DATE.



## VIII. PRICE EVALUATION:

BIDDERS SHALL QUOTE FOR 'SUPPLY' AND 'ERECTION & COMMISSIONING' (SERVICES) SEPARATELY AS PER FORMAT FOR PRICE BID. THE EVALUATION OF TENDER SHALL BE CONSIDERED ON LANDED COST BASIS (TOTAL COST TO BHEL). LANDED COST SHALL BE WORKED OUT ON PRICE QUOTED INCLUDING FREIGHT, EXCISE DUTY, AND SALES TAX AFTER TAKING OUT CENVAT AND VAT BENEFIT, AS APPLICABLE. THE COMPARATIVE STATEMENT SHALL BE WORKED OUT ON OVERALL LANDED COST BASIS FOR THE **WHOLE PACKAGE**.

- A) FOR THE PURPOSE OF COMPARING PRICES, TENDER PRICES SHALL BE CONVERTED TO INDIAN RUPEES AND FOR EVALUATION, EXCHANGE RATE (TT SELLING RATE OF SBI) AS ON SCHEDULED DATE OF TENDER OPENING (Part-1 bid in case of two part bid) SHALL BE CONSIDERED. THIS EXCHANGE RATE WILL BE FOLLOWED TILL PLACEMENT OF ORDER. THE COMPARATIVE STATEMENT OF THE PRICES PREPARED ON THE REFERENCE DATE SHALL REMAIN FIRM THROUGHOUT THE EXECUTION PERIOD. ANY CHANGE IN DUTY & TAX STRUCTURE DURING EXECUTION OF THE CONTRACT WILL NOT BE CONSIDERED FOR RE-RANKING OF VENDORS.
- B) BHEL RESERVES THE RIGHT TO GO FOR REVERSE AUCTION INSTEAD OF OPENING THE SUBMITTED SEALED PRICE BIDS, WHICH WILL BE DECIDED AFTER EVALUATION OF TECHNO-COMMERCIAL BID.
- C) BHEL RESERVES THE RIGHT / OPTION TO NEGOTIATE OR REFLOAT THE TENDER IF L1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE TO BHEL.

## IX. PAYMENT TERM (Indigenous):

- 70% OF MATERIAL VALUE WITH 100% TAXES & DUTIES SHALL BE MADE WITHIN 45 DAYS TIME FROM THE DATE OF RECEIPT OF MATERIAL AT BHEL.
- 30% OF MATERIAL VALUE AFTER E & C CERTIFICATE ISSUED BY BHEL AND SUBMISSION OF PERFORMANCE BANK GUARANTEE (PBG), VALID FOR 30 DAYS BEYOND THE WARRANTY PERIOD BY SUPPLIER FROM ANY OF THE CONSORTIUM BANKS OF BHEL FOR 10% OF TOTAL PO VALUE. THE PBG CONFIRMATION CHARGES SHALL BE BORNE BY VENDOR.

**BG SHOULD BE RECEIVED BY BHEL DIRECTLY FROM YOUR BANKER IN THE PRESCRIBED FORMAT**

ALL PAYMENTS WILL BE MADE BY WAY OF ELECTRONIC TRANSFER OF FUNDS (NEFT) SYSTEM. THE VENDOR SHOULD FURNISH THE NEFT MANDATE.

## X. PAYMENT THROUGH L/C (for IMPORTS)

## XI. PENALTY FOR DELAY IN 'SUPPLY'

THE RATE OF PENALTY FOR DELAYED SUPPLY SHALL BE @ 0.5% PER WEEK OF DELAY OF TOTAL PO VALUE SUBJECT TO A MAXIMUM OF 10% OF TOTAL PO VALUE

## XII. LOADING FACTOR:

IF THE OFFER IS NOT IN LINE WITH THE TERMS & CONDITIONS SPECIFIED BY BHEL, THE FOLLOWING LOADING CRITERIA WILL BE ADOPTED FOR EVALUATION.

### A) FOR PAYMENT TERM:

FOR ANY DEVIATION SOUGHT IN PAYMENT TERMS BY BIDDER W.R.T. TENDER CONDITIONS, FOLLOWING LOADING SHALL BE APPLIED.

- 1) BENCHMARK PRIME LENDING RATE (BPLR) OF SBI AS APPLICABLE ON THE SCHEDULE DATE OF TENDER OPENING + 6% FOR THE AMOUNT & PERIOD OF RELAXATION SOUGHT BY BIDDER.

### B) FOR TRANSPORTATION CHARGE:

AS PER BHEL RATE CONTRACT PREVAILING ON THE DATE OF OPENING OF TENDER

### C) FOR TRANSIT INSURANCE:

AS PER BHEL RATE PREVAILING ON THE DATE OF OPENING OF TENDER

### D) FOR DELAY IN DELIVERY SCHEDULE

LOADING SHALL BE TO THE EXTENT OF PENALTY APPLICABLE FOR DELAY IN 'SUPPLY' TO WHICH IT IS NOT AGREED.

### E) Penalty Clause:

LOADING ON PENALTY CLAUSE SHALL BE TO THE EXTENT TO WHICH IT IS NOT AGREED



**XIII. DEVIATIONS:**

A SEPARATE SHEET INDICATING DEVIATIONS IN TECHNICAL SPECIFICATION, COMMERCIAL TERMS AND CONDITIONS TO BE ENCLOSED IN PART A OF THE OFFER.

**XIV. CLARIFICATIONS SOUGHT BY BHEL DURING TECHNICAL & COMMERCIAL EVALUATION**

IN CASE, BHEL ASKS FOR ANY CLARIFICATION, THE VENDOR HAS TO SUBMIT THE SAME WITHIN THE SPECIFIED DATE OTHERWISE THE OFFER WILL BE EVALUATED CONSIDERING THE CLARIFICATIONS, IF ANY RECEIVED, AS ON THE SPECIFIED DATE. NO GRACE PERIOD OR LATE SUBMISSION IS ALLOWED

**XV. RISK PURCHASE CLAUSE:**

BHEL, AT ITS OPTION, WILL BE ENTITLED TO PURCHASE ELSEWHERE AT THE COST AND RISK OF THE VENDOR, EITHER THE WHOLE OR PART OF THE GOODS WHICH THE VENDOR HAS FAILED TO DELIVER WITHIN THE STIPULATED TIME. THE VENDOR SHALL BE LIABLE FOR ANY LOSS THAT BHEL MAY SUSTAIN BY REASON OF SUCH RISK PURCHASES. BHEL RESERVES THE RIGHT TO CANCEL THE CONTRACT IN FULL OR PART, IF PERFORMANCE WITH RESPECT TO QUALITY AND DELIVERY IS UNSATISFACTORY; AND BHEL SHALL HAVE THE RIGHT TO ENTER INTO CONTRACT WITH OTHER VENDORS AGAINST SUCH CANCELLATION OF CONTRACT AGAINST RISK PURCHASE CLAUSE. **FAILING TO ACCEPT THIS CLAUSE MAY RESULT IN REJECTION OF YOUR OFFER.**

**XVI. MAINTENANCE MANUAL:**

THE VENDOR SHALL PROVIDE THREE SETS OF OPEARTION AND MAINTENANCE MANUALS ALONG WITH THE RELEVANT DRAWINGS. THIS WILL BE CONSIDERED AS PART OF COMMISSIONING.

**XVII. ERECTION AND COMMISSIONING:**

IN CASE OF E&C IN THE VENDOR'S SCOPE, THE PERSONNEL DEPLOYED FOR THE JOB SHOULD HAVE THE NECESSARY CLEARANCE FROM HR DEPT OF BHEL. THE VENDOR SHOULD BRING ALL EQUIPMENT AND MANPOWER REQUIRED FOR ERECTION AND COMMISSIONING AS DETAILED IN THE THEIR SCOPE OF SUPPLY/WORK.

**XVIII. TRAINING:**

THE VENDOR SHALL TRAIN BHEL PERSONNEL ON OPEARATION AND MAINTENANCE OF THE EQUIPMENT.

**XIX. SHORTAGES:** IN CASE, ANY SHORTAGE IS NOTICED viz-a-viz PO REQUIREMENT IN THE MAIN EQUIPMENT / SPARES, SUCH SHORTAGES SHALL BE REPLENISHED BY SUPPLIER ON F.O.R.DESTINATION 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.

**XX.** IF THERE ARE MORE THAN ONE ITEM CALLED FOR IN THE TENDER, OVERALL L-1 WILL BE CONSIDERED FOR ORDER PLACEMENT.

**XXI.** OFFERS NOT MEETING NIT TERMS ARE LIABLE TO BE REJECTED.

**XXII. REGISTRATION UNDER MSMED ACT 2006:** KINDLY, NOTE THAT IF YOU ARE REGISTERED UNDER MSMED ACT 2006, CONFIRM THE SAME IN YOUR QUOTATION AND SUBMIT THE LATEST VALID CERTIFICATE FOR MICRO, SMALL & MEDIUM ENTERPRISES (MSME) AND FOR THE SC/ST OWNERSHIP, IF ANY, FOR AVAILING BENEFITS AS PER THE ACT. BHEL WISHES TO ENCOURAGE THE PARTICIPATION OF MICRO AND SMALL SCALE ENTERPRISES (M&SE). IN ORDER TO BE ELIGIBLE FOR AVAILING THESE PREFERENCES, VENDORS ARE REQUESTED TO FURNISH THE FOLLOWING:

- CERTIFICATE OF REGISTRATION UNDER MSMED ACT,2006;
- CERTIFICATE FROM A PRACTICING CHARTERED ACCOUNTANT THAT THE INVESTMENT IN PLANT AND MACHINERY IS WITHIN THE PERMISSIBLE LIMIT AS PER THE ACT.



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 (Format enclosed as per Annexure-1) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. 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.

Annexure-1

**Certificate by chartered Accountant on letter head**

This is to certify that  
M/S.....  
(herein after referred to as 'company') having its registered office at  
.....  
..... is registered under MSMED Act 2006, ( Entrepreneur Memmorandum  
No (part-II) ..... dtd:..... Category: ..... (Micro.Small). (copy enclosed)

Futher verified from the Books of Accounts that the investment of the company as on Date  
..... As per MSMED Act 2006, is as follows.

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the ministry of small scale industries vide its notification No.S.O.1722€ 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.

OR

The company has been graduated from its original category (Micro/Small) 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

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