



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP: HARDWAR-249403 (UK)**  
**Fax: 01334-226462, Phone: 01334-281673/ 5341**  
**E-mail: [richa\\_t@bhelhwr.co.in](mailto:richa_t@bhelhwr.co.in); [sushmita@bhelhwr.co.in](mailto:sushmita@bhelhwr.co.in)**

**NO. 9407/S/6160/14/4431Y 3**

**DATE: 28<sup>TH</sup> JAN 2016**

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

**OPEN TENDER**

Sealed tender with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.

Sl. No	Tender No.	Description of Equipment/Item	Items (Nos.)	Last date to get from BHEL	Opening date
1.	9407/S/6160/14/4431Y 3	Digital Temperature Controllers (Details as per Annexure A)	3 items	19 <sup>th</sup> Feb 2016	20 <sup>th</sup> Feb 2016

- CENVAT applicable
- Warrantee certificate required.

1. Date of opening of tender is indicated above.
2. Intending vendors must remit 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 downloading from this web site.
3. BHEL will not be responsible for any type of postal delay / incomplete information from vendors etc. **Unsigned bids shall be strictly ignored.**
4. Other terms and conditions will be as per the tender documents.

**Purchase Executive**



**BHARAT HEAVY ELECTRICALS LIMITED  
HEEP HARDWAR INDIA-PIN 249403  
FAX NO: 0091 1334 226462  
PHONE NO: 0091 1334 281673**

Enq. No. 9407/S/6160/14/4431Y 3

Date of issue : 28<sup>th</sup> Jan 2016

Due Date : 20<sup>th</sup> Feb 2016

M/S.....

.....

**Sub: Tender Enquiry No. 9407/S/6160/14/4431Y 3**

Dear Sir,

We are pleased to invite your offer in TWO PARTS strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned items :

Sl. No.	Description of Item	Qty. (Nos.)	Delivery Required	EMD (Earnest Money Deposit)
1.	Digital Temperature Controllers (Details as per Annexure A)	3 items	30 <sup>th</sup> April 2016	Nil

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 a 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.**

**The tenders will be opened in TWO parts (Part I & Part II):**

**Part I : Part I bid (Envelope- I) Comprising EMD (if applicable) or MSE Certificate towards exemption of EMD, Pre- Qualifying Requirement (PQR), Techno - Commercial bid, SRF & Signed copy of Integrity Pact (IP) (If applicable) as mentioned above.**

**PLEASE SUBMIT SEPARATE DRAFTS FOR EMD {drawn in favor of BHEL Haridwar} IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD"**

**Part II : Part II bid (Envelope -II) Comprising Price Bid.**

Offer should be complete in all respect (i.e. Part -I & Part- II) as described above.

Part - I Containing EMD (if applicable) or Certificate towards exemption of EMD, Pre-Qualifying Requirement (PQR), Techno-commercial bid, SRF & Signed copy of Integrity Pact (IP) (if applicable) will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.

Part -II Containing Price Bid will be opened on separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in part-I.

**After tender opening (Part -I), if it is found that:**

- The bidder has not submitted the requisite EMD (if applicable)



- The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.

In both the above cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

**Part-I bids 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 (if any) for attending the bid opening.**

Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc. Only if registered for tendered item, however Annual Certificate from practicing CA certifying that the investment in Plant & Machinery of the supplier is within the permissible limit as per ACT to be submitted) are exempted from submission of EMD.

**Central / State - PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.**

MSE Suppliers can avail the intended benefits only if they submit along with 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 CA certificate (Format enclosed as per Annexure- 3 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 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. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

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. QUOTATIONS NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.**

Thanking You,  
Yours Faithfully,  
For & on behalf of BHEL, Hardwar

**Purchase Executive**



## INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

The tenders to be submitted in **TWO PARTS** (Part -I: EMD or NSIC Certificate, Pre-qualification and Supplier Registration Form, Techno -Commercial Bid and Part- II: price Bid as described below on or before the due date).

### **1. PART-I (Envelope-1):**

#### **A) EMD (if applicable)**

- a. Valid certificate towards exemption of EMD, applicable for Micro and Small Enterprises, as mentioned below:-
- b. 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-3 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 is found or the requisite documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted Officer.

#### **B) Pre-Qualifying Requirement (PQR)**

#### **C) Techno- Commercial Bid.**

#### **D) Supplier Registration form (SRF) duly filled-in along with supporting documents (SRF documents to be placed separately in part-I and not to be mixed with techno- Commercial Bid)**

#### **E) Signed copy of Integrity Pact (IP) (if applicable).**

### **2. PART-II (PRICE BID) (Envelope-2):**

The price Bid (with price) to be submitted along with part I, strictly as specified in the price schedule attached at Annexure-II. Prices are to be indicated in both figures and words.



## GENERAL INSTRUCTIONS FOR FOREIGN SUPPLIERS

**\*\* Please quote your rates with both the options (a) C&F Landing port & (b) FOB dispatching port. In case of FOB dispatching port, BHEL will add sea freight, insurance and administrative charges for comparison purpose. The offers of vendors not quoting FOB prices in their offers submitted through tender room shall not be considered and will stand rejected out rightly (except high sea sales case). Further non-availability of ship will not be accepted for rescheduling the delivery or waiver of Late delivery 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 dispatched in containers?

\*\* Please quote your rates with both the options (a) C&F Landing Port & (b) FOB dispatching port. In case of FOB dispatching 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/dispatch 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) 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. are termed as Agents.

\*\* However, the suppliers or their authorized representatives may be allowed to attend tender opening if duly authorized 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 cannot 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 Penalty 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 non-fulfillment 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 Lakhs and 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 along with their offer, for one-time approval by BHEL. Each document must be identified with a unique document number and its revision number.

\*\*All bank guarantees for Security Deposit as well as Performance Bank Guarantee 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 are 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.**

\*\* 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.

\*\* Please resolve your rejections and unexecuted overdue purchase orders immediately which are posted at website (IF ANY).

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

\*\* Where ever National/ International (N/IN) standards are referred, the latest N/IN standard and 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 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).



## GENERAL INSTRUCTIONS FOR INDIGENOUS SUPPLIERS

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

**\*\* Where ever the material is being offered ,are 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 (BHEL, HEEP, stores). However, the insurance will be arranged by BHEL. You can dispatch 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 waiver of Late delivery penalties.

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

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

- a. CANARA Bank: Branch Code 2225, Railway Road, Hardwar. 249401 (U.A.)
- b. PNB Br. Code 1074 PNB House BHEL Ranipur Hardwar 249403 (U.A.)
- c. SBI Br.Code 0586, BHEL Ranipur Hardwar 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 (Five 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.**

**\*\* Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration :- a. Valid NSIC Certificate or b. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or c. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure 3 ) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over. However, credentials of all MSE supplier will be verified before advancing the intended benefits.**

**\*\* MSE vendors claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted alongwith the offer.**

**\*\*In case techno-commercial accepted vendors include MSE source and their prices (based on landed cost to BHEL) are within the price band of 15% w.r.t. L-1 vendor, then BHEL can offer 20% of quantity of respective item (rounded off to nearest number) to MSE vendors at L-1 price and in case, more than one MSE vendor is in 15 % band and the same is accepted by more than one MSE vendors then 20% quantities of respective items will be considered for ordering on proportionate basis amongst MSE vendors.**

**\*\*While distributing the 20% quantity amongst MSE vendors the decimal points in quantity shall be ignored for all the vendors except the L-1 amongst MSE vendors. Balance quantity after allocating the quantity to other MSE vendors ignoring the quantities in decimal, shall be given to**



L-1 (amongst MSE) vendor. However if there are more than one MSE vendor at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the vendor offering favourable terms to BHEL and if the conditions offered are also same then preference will be given to the vendor having high SPR rating.

**\*\*In case there are more than one MSE vendors (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE vendor with lowest landed cost .**

**\*\*In case there are more than one MSE vendors (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the vendor with high SPR rating shall be given preference.**

**\*\* If L1 vendor is MSE vendor, entire quantity will be given to such MSE vendor only.**

**\*\* 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. are termed as Agents.**

**\*\* 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 non fulfilment 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 Lakhs and 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 along with their offer, for one-time approval by BHEL. Each document must be identified with a unique document number and its revision number.**

**\*\*All bank guarantees for Security Deposit as well as Performance Bank Guarantee 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.

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

\* \*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 to 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 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).



## SUPPLIER REGISTRATION FORM

The SRF (Supplier Registration Form) duly filled up will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. SRF can be downloaded from [www.bhel.com](http://www.bhel.com)



### MARKING OF ENVELOPE

The part-I (the envelope containing drafts for EMD or NSIC Certificate, Pre-qualification & supplier registration form) and part-II shall be individually sealed and super scribed as indicated below and shall be enclosed further in the envelope duly sealed and super scribed as "TENDER FOR (ITEM NAME) AGAINST TENDER NO. \_\_\_\_\_ DUE ON \_\_\_\_\_ CONTAINING PART-I and PART-II OF THIS OFFER.

The following shall be subscribed on the envelopes:

- |            |    |                                  |
|------------|----|----------------------------------|
| 1. PART-I  | 1. | TENDER NO. AND ITEMS DESCRIPTION |
|            | 2. | DUE DATE FOR OPENING             |
|            | 3. | EMD or NSIC Certificate          |
|            | 4. | PRE-QUALIFICATION REQUIREMENT    |
|            | 5. | SUPPLIER REGISTRATION FORM       |
|            | 6. | TECHNO-COMMERCIAL BID            |
| 2. PART-II | 1. | TENDER NO. AND ITEMS DESCRIPTION |
|            | 2. | DUE DATE FOR OPENING             |
|            | 3. | PRICE BID PART-II                |

Vendors' full name and address should be clearly mentioned on the envelope and shall be addressed to:

Head of Materials Management,  
Heavy Electrical Equipment Plant,  
BHEL,  
Hardwar- 249403

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

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.

**Purchase Executive**



ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

<p><b>** PAYMENT TERMS:</b></p> <p><b>A) <u>For indigenous supply :</u></b></p> <p>100% payment after receipt and acceptance of material.</p> <p><b>B) <u>For import supply :</u></b></p> <p>Payment Through Letter of Credit:</p> <p>100% payment through Irrevocable and unconfirmed Letter of Credit.</p> <p>The L/C shall be opened by BHEL as per following:</p> <ul style="list-style-type: none"><li>• LC will be opened one month prior to the dispatch.</li><li>• The LC will be opened for a period of 3 months.</li><li>• The above L/C can be negotiated after the Shipment against submission of B/L or AWB and other documents as mentioned in the PO.</li></ul>	
<p><b>** CURRENCY OF PAYMENT:</b></p> <p>(Euro /Dollar / CHF/ Rs. etc.) For indigenous supply the currency shall be Indian Rupees</p>	
<p><b>** TAXES:</b> All statutory taxes, if any, will be deducted at source &amp; to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.</p>	
<p><b>** VALIDITY:</b></p> <p>Validity of the offer should be 90 days from the tender opening date.</p>	
<p><b>** Late delivery penalty Clause:</b></p> <p>Late delivery penalty will be applicable on delayed delivery @ 0.5% per week or part there of subject to a maximum of 10% of the value of unexecuted portion of the order.</p> <p>For calculating Late Delivery penalty delivery date shall be considered as per following :</p> <p><b>** <u>Indigenous Suppliers:</u></b></p> <ol style="list-style-type: none"><li>a. Delivery Ex-works:- Date of GR /LR</li><li>b. Delivery FOR vendor works:- Date of GR/LR</li></ol>	



<p>c. Delivery FOR Destination:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank)</p> <p>** <u>Import Supply:</u></p> <p>a. Delivery FOB / FCA port of discharge:- Date of BL/AWB</p> <p>b. b. Delivery C&amp;F/CPT port of destination:- Date of AWB/BL</p>	
<p>** <b>Settlement of Disputes:</b></p> <ul style="list-style-type: none"> <li>• If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.</li> </ul> <p>All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator.</p> <p>The place of arbitration shall be New Delhi. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law.</p> <ul style="list-style-type: none"> <li>• For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.</li> </ul>	
<p>** <b>Import Supply:</b></p> <p>a. Phytosanitary Certificate essential for packages (Wooden)</p> <p>b. Country of origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce of exporting country with dispatch documents.</p>	
<p>** <b>Bank Charges:</b> Bank Charges on either side. Or your prices will be loaded suitably</p>	



<p><b>** Delivery Period:</b></p> <p>Mention the delivery period from the date of PO.</p>	
<p><b>** Warrantee Certificate:</b></p> <p>Warrantee Certificate required for 18 months from the date of material dispatch.</p>	
<p><b>** Beneficiary of PO:</b></p> <p>Please confirm the beneficiary of PO along with the complete address.</p>	
<p><b>** Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)</b></p>	
<p><b>** Risk Purchase Clause:</b></p> <p>In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the 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.</p> <p>Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.</p>	
<p><b>** Force Majeure Clause:</b></p> <p>a. Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.</p> <p>b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.</p> <p>c. Regardless of what might otherwise follow from these general conditions, either party will be entitled to terminate the contract by notice in writing to the other party if performance of the</p>	



<p>contract remains suspended under Clause Force Majeure for more than 6 months.</p> <p>d. Evidence for this would be “Force Majeure” certificate issued by chamber of commerce of the concerned country.</p>	
<p><b>** War Like Situation:</b></p> <p>If the war like situation has developed in a country where a vendor’s works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.</p>	
<p><b>Note:</b> Attach separate sheet for additional information if necessary. The above terms &amp; condition supersedes the terms &amp; conditions found contradictory written elsewhere in the tender enquiry</p>	



ANNEXURE 2

PRICE SCHEDULE

**For Import supply**

Description	Price (in foreign currency)
Material / Item as per tech. specification covering all features (ex-works) Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.	
Packing & Forwarding charges (FCA Charges) (If Any)	
<b>Total FCA (For Air) cost/ FOB ( For Sea) =</b>	
<b>Total CPT cost (For Air only) (note (Only for Air Freight. No Sea freight charges to be quoted )</b>	
<b>Total C&amp;F cost =</b>	

**For indigenous supply**

Description	Price (in Indian rupees)
Material / Item as per tech. specification covering all features (ex-works) Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the technical specifications.	
Packing charges: (If Any)	
Excise duty : @ prevailing rate (Extra or Inclusive)	
CST : @ prevailing rate (Extra or Inclusive)	
Forwarding charges (If Any):	
Freight up to BHEL Hardwar stores (If Any):	
<b>Total supply cost at BHEL Haridwar =</b>	

**NOTE: PLEASE ENSURE TO PROVIDE INDIVIDUAL RATES FOR ALL THE OFFERED ITEMS. ITEMWISE L1 EVALUATION SHALL BE DONE.**

Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.



- a) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optional as indicated in specification will not be taken for evaluation.
- b) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- e) Following details shall be provided in separate Annexure.
  - A) Unit prices for all items.
  - B) Prices for any other OPTIONAL items.
- f) **Excise duty:** Concession forms requirements etc. to be stated wherever applicable.
- g) Transit insurance shall be arranged by BHEL

**NOTE:**

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, 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.**
2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion, BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelopes. They will also be required to submit copy of un-priced price bid of these impacts in a 3<sup>rd</sup> sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

**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 may also 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 notice for opening of their original price bid and supplementary impact (if any).

Date :

Signature :

Name :

Designation :

Department :



**ANNEXURE-3**

**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 form 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(E) dated October 5, 2006: Rs.....Lacs.
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006: Rs.....Lacs

**(Strike off whichever is not applicable)**

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

Or

The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises 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