

No. Cen/OT/2015-16/31

Date: --02/12/2015

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.	730/C/A234/2015/3218G/1	Brush for Paint & Varnish (for detailed description refer Annexure 'III'. PQR AS PER ANNEXURE 'B'.	As per Annexure 'III'	01/01/16	02/01/16

- Modvat Not Applicable.
- Guarantee Certificate required for 12 months from the date of material despatch.
- Non returnable sample of each size is required alongwith offer.
- Delivery - FOR Stores, BHEL, HEEP, Hardwar
- Only MSEs vendors are eligible to participate in this tender.

(Parsan Ram)
Sr. Manager (Purchase-Central)



BHARAT HEAVY ELECTRICALS LIMITED

FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 01334-284009

Enq. No.: 730/C/A234/2015/3218G/1

Date of issue : 02/12/2015

Due Date : 02/01/2016

M/s.....
.....

Sub: Tender Enquiry No. 730/C/A234/2015/3218G/1

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 equipment / systems.

Sl. No.	Description of Equipment	Qty. (No)	Delivery Required	EMD (Earnest Money Deposit)
1.	Brush for Paint & Varnish (for detailed description refer Annexure 'III'. PQR AS PER ANNEXURE 'B'.	As per Annexure 'III'	As per Annexure 'III'	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 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.

Tender fee and EMD of MSE vendors shall be exempted on the basis of valid MSE certificate submitted by vendor.

BHEL-HEEP registered vendors (i.e. PMD vendor) are exempted for submission of EMD of related PMD items.

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-A 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. 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**. 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

(Parsan Ram)
Sr. Manager (Purchase-Central)

Clause 1.0 :

The tenders shall be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date

a) Part-I (Envelope I) : 1. EMD & Tender Fee

or

Valid certificate towards exemption of EMD & tender fee, applicable for Micro and small Enterprises, as mentioned below.

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 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.

2. Pre Qualifying Requirement (PQR)

3. Techno -Commercial Bid.

4. Supplier Registration Form (SRF) duly filled-in along with supporting documents. SRF to be submitted by only those vendors who are either new or having temporary code (T- code) at BHEL Haridwar. (SRF documents to be placed separately in part-I and not to be mixed with Techno - Commercial Bid).

b) Part-II (Envelope II) : Price Bid.

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 two envelopes:

- I) Envelope I : Tender Fee, EMD or MSE Certificate towards exemption of EMD & tender fee, Pre- Qualifying Requirement (PQR), Techno-commercial bid, Supplier Registration Form (SRF)

- II) Envelope II : Price Bid.

All offer comprising of above two 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 Tender Fee, EMD or MSE Certificate towards exemption of EMD & tender fee, Pre- Qualifying Requirement (PQR), Techno-commercial bid, 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. 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.

- d) Complete Technical offer.
- e) 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.
- f) Acceptance of commercial terms by vendor as per **Annexure I**.
- g) Deviation with reference to specification to be laid down on separate sheet.
- h) 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,
- i) Copy of price Bid (without prices).
 - j) 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.
 - k) Any additional documents (please specify).

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

- The bidder has not submitted the requisite Tender Fee and 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 bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

However, offer of bidder shall be treated as per the guideline mentioned in the point No. 1. (a)1 above in case the bidder has claimed to be an MSE vendor and submitted requisite MSE documents.

Clause 1.3 :

PART-II : (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 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**: 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).

b) **Indigenous suppliers**: Please quote your rates on FOR destination basis only. Quotations on other than FOR destination basis are liable to be rejected. However, the insurance will be arranged by BHEL.

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 and Part-II).

Part-I containing Tender Fee, EMD or MSE Certificate towards exemption of EMD & tender fee, Pre-Qualifying Requirement (PQR), Techno-commercial bid, 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 Price Bid will be opened for those vendors who have qualified in the Part I. The opening date of Part II 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-II 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), TECHNO -COMMERCIAL BID & SUPPLIER REGISTRATION FORM (SRF) – PART - I."

2. PART-II

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

Clause 3.1 :

The part-I & part-II 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 OF THIS OFFER." Vendor's full name and address should be clearly mentioned on the envelope the envelope and shall be addressed to:

To,

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

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

a) **Foreign Suppliers:**

General Instruction 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).

- * 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 ?

*- 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 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.

* The hard copy of this enquiry is being sent through post.

* 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 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

-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 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 Business-to-Business Portal on website 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

* 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

* 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-1 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. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer.
* 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 1) 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 favorable 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.

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 only. Quotations on other than FOR destination basis are liable to be rejected. However, the insurance will be arranged by BHEL.

* 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.)

c. SBI Br.Code 0586, BHEL Ranipur Haridwar 249403 (U.A.)

* 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.

* The hard copy of this enquiry is being sent through post.

* 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

-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

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 Business-to-Business Portal on website 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

* 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

* 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-1 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. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer.

* 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 1) 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 along with 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 favorable

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.

* **ORIGIN OF QUOTATION:** The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotations are liable to be ignored.

* **DELIVERY:** Delivery period should be quoted with utmost care. BHEL hereby reserves the option to levy a penalty for delayed delivery @ 1/2% per week or part there of subject to a maximum of 10% of the value of unexecuted portion of the order. Acceptance of this MUST BE specifically mentioned in your quotation.

* **PAYMENT TERMS:** (i) Preference will be given to those vendors who accept payment after receipt and acceptance of material. (ii) In case you are not our regular vendor, we may not be able to make payment against despatch documents through bank. (iii) In case of machinery and equipment the payment shall be made only after final acceptance of supplies against a Performance Bank Guarantee valid for full gurantee period.

* **PRICES:** (i) Price should be quoted as under: (a) For imported items-F.O.B. Despatching port. (b) For indigenous items-F.O.R Destination.

In case of indigenous items covered by DGS&D Rate Contract. The vendors should submit latest valid copy of the rate contract along with quotation. (ii) Transportation and Transit Insurance shall be taken care by BHEL.

(iii) Applicable Sales Tax, Excise Duty and any other statutory levy should be indicated separately and clearly in the quotation.

* **SPECIFICATIONS:** Please give your detailed specification in the quotation along with relevant technical literature/catalogue etc. against our tender specifications and enclose documentary evidence of major order executed during the last two years to important customers for similar items.

* **QUALITY REQUIREMENT:** Your quotation should have specific confirmation regarding meeting all our quality requirements such as (i) Test certificate (TC), (II) Guarantee Certificate (GC), (iii) Quality Plan (QP) (if applicable); and (iv) pre-despatch inspection at your works (if applicable)

* **TESTIMONIALS:** Your Sales Tax Registration Number should be clearly mentioned on your quotation. In case you are not registered with Sales Tax Authorities, the same should be indicated with reasons thereof.

* **VALIDITY:** The quotation should be valid for a minimum period of 120 days for machinery & equipment and 90 days for other item, effective from the date of opening of tender.

* **RIGHT OF ACCEPTANCE: BHARAT HEAVY ELECTRICALS LIMITED, HARDWAR** reserves the right to reject any or all the quotation without assigning any reason thereof. BHEL also reserves the right to increase or decrease their tendered quantity without any extra charges. Vendors should also be prepared for giving quantity discount in case of increase in quantity.

* **SECURITY DEPOSIT:** The successful vendor will, if so required by BHEL have to furnish a security deposit or Bank Guarantee from an approved bank for an amount of 10% of the total value of the order for the satisfactory executive of the same in accordance with the terms and condition and delivery specified in the order.

* Please specifically conform in your offer that you have necessary instruments & Gauge duly calibrated.

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

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.

(Parsan Ram)
Sr. Manager (Purchase-Central)

ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

ANNEXURE- I

<p>** PAYMENT TERMS:</p> <p>A) <u>For indigenous supply :</u></p> <p>100% payment after receipt and acceptance of material.</p> <p>B) <u>For import supply :</u></p> <p>Payment Through Letter of Credit: 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"> • LC will be opened one month prior to the dispatch. • The LC will be opened for a period of 3 months. • 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. 	
<p>** CURRENCY OF PAYMENT: (Euro /Dollar / CHF/ Rs. etc.) For indigenous supply the currency shall be Indian Rupees</p>	
<p>** TAXES: All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.</p>	
<p>** VALIDITY:</p> <p>Validity of the offer should be 90 days from the tender opening date.</p>	

<p>** Late delivery penalty Clause: 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. For calculating Late Delivery penalty delivery date shall be considered as per following :</p> <p>** Indigenous Suppliers:</p> <ol style="list-style-type: none"> Delivery Ex-works:- Date of GR /LR Delivery FOR vendor works:- Date of GR/LR 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>** Import Supply:</p> <ol style="list-style-type: none"> Delivery FOB / FCA port of discharge:- Date of BL/AWB b. Delivery C&F/CPT port of destination:- Date of AWB/BL 	
<p>** Settlement of Disputes: 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 Delhi. The courts of Delhi shall have exclusive jurisdiction.</p>	
<p>** Import Supply:</p> <ol style="list-style-type: none"> Phytosanitary Certificate essential for packages (Wooden) Country of origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce of exporting country with dispatch documents. 	
<p>** Bank Charges: Bank Charges on either side. Or your prices will be loaded suitably</p>	
<p>** Delivery Term: The material will be dispatched on FOR Destination basis with freight pre-paid</p>	
<p>** Delivery Period: Please mention the delivery period from the date of placement of purchase order.</p>	
<p>** Guarantee Certificate: Guarantee Certificate required for 12 months from the date of material despatch.</p>	
<p>** Sample: Non returnable sample of each size required alongwith offer.</p>	
<p>** Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address.</p>	
<p>** Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)</p>	

**** Risk Purchase Clause:**

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.

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.

**** Force Majeure Clause:**

- 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.
- 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.
- 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 contract remains suspended under Clause Force Majeure for more than 6 months.
- d. Evidence for this would be “ Force Majeure” certificate issued by chamber of commerce of the concerned country.

Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry

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-III	Description	Quantity	Unit (No)	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-III	Description	Quantity	UNIT (No)	Rate per No (Rs.)	Applicable Excise Duty @	Applicable VAT/CST (Without concessional form)	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

**Annexure – III of Tender No.
730/C/A234/2015/3218G/1**

Item S.no	Material code	DESCRIPTION	unit	Quantity	Lot No.	Lot Qty & Delivery Schedule
1	MCXW09913017	BRUSH FOR PAINT & VARNISH, FLAT AS PER IS 384. SIZE 25MM. SIZE: 25	No	1500	1	10/02/16
2	MCXW09913025	BRUSH FOR PAINT & VARNISH, FLAT AS PER IS 384. SIZE 38MM. SIZE: 38	No	1500	1	10/02/16
3	MCXW09913033	BRUSH FOR PAINT & VARNISH, FLAT AS PER IS 384. SIZE: 50	No	2500	1	10/02/16
4	MCXW09913041	BRUSH FOR PAINT & VARNISH, FLAT AS PER IS 384. SIZE: 63	No	2000	1	10/02/16
5	MCXW09913050	BRUSH FOR PAINT & VARNISH, FLAT AS PER IS 384. SIZE 75MM. SIZE: 75	No	1500	1	10/02/16
6	MCXW09913068	BRUSH FOR PAINT & VARNISH, FLAT AS PER IS 384. SIZE 100MM. SIZE: 100	No	1500	1	10/02/16

Certificate by Chartered Accountant on letter head

This is to Certify that M/s
(hereinafter referred to as 'company') having its registered office atis
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)
.....dtd:.....,
Category:.....(Micro/Small).(copy enclosed).

Further verified from the Books of Accounts that the investment of the company as
on dateas 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 RsLacs 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