



Bharat Heavy Electricals Limited
Heavy Equipment Repair Plant (HERP)

Tarna, Shivpur, Varanasi - 221003

Enquiry Ref No.: HERP/OT/E-588-15-0001-69-1 Dated 09.06.2015

TENDER DOCUMENT

PART I: TECHNO-COMMERCIAL BID &

PART II: PRICE BID.

**PART III: - SUPPLIER REGISTRATION FORM (SRF) & PRE QUALIFICATION
REQUIRMENT (PQR).**

**SUPPLY & COMMISSIONONG OF 5TON FORK LIFTS at
HERP, VARANASI**



**MATERIAL MANAGEMENT DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEAVY EQUIPMENT REPAIR PLANT
TARNA, SHIVPUR
VARANASI – 221 003 (U.P)**



Bharat Heavy Electricals Limited

Heavy Equipment Repair Plant (HERP)

Tarna, Shivpur, Varanasi - 221003

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Annexure-I

NOTICE INVITING TENDER

Tender No.: HERP/OT/E-588-15-0001-69-1 Dated 09.06.2015 Due Date: 13.07.2015

Sub: BHEL-HERP/OPEN-TENDER (FORK LIFT)

Dear Sir,

The Heavy Equipment Repair Plant (HERP) located in Varanasi, India is one of the manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes supply of Bowl Mill Spares and Turbine Spares and so on. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited from the manufacturers (registered as well as unregistered) only for the supply of the items mentioned at Annexure-VI.

The tender documents, Supplier Registration Form (SRF) & Drawings/Specification of item can be down loaded from our web site www.bhel.com or www.bhelherp.com or <http://eprocure.gov.in>. **BHEL shall not issue tender in hard copy. It shall only be downloaded from the above mentioned websites.**

Only those vendors who fulfil the Minimum Qualifying Requirements & Quality Requirements (as per Annexure- A) will be considered for further technical evaluation.

This notification shall be published at BHEL & BHEL Varanasi website only. **The last date for downloading of tender documents will be upto 12.07.2015 & submission of offer will be upto 13.07.2015.** Tenders will be received up to 01.45 P.M. on **13.07.2015** and will be opened on the same day at 2.00 P.M. in the Tender Room, BHEL HERP Varanasi. **Please note that tender received after due date & time (01.45 PM on 13.07.2015) will not be opened.** BHEL will not be responsible for any type of postal / courier delay. Tender will be opened on the due date and time in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for attending the bid opening.

Amendments / Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.



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1. Address for Tender submission:

**DGM (MM),
BHEL HERP, Tarna, Shivpur,
Varanasi – 221003,
Uttar Pradesh, India.**

2. For any information/clarification, please contact at

Ph No: - 0542-3076020/3076022,
Fax: - 0542-2282239/41,
Email: - sam@bhel.in, nch@bhel.in

Offer is to be submitted in three parts in three separate properly sealed envelopes super scribed as “PART-I-Techno-Commercial Bid”, “PART-II-Price Bid” and “Part-III-Supplier Registration Documents”. All aforesaid three envelopes to be put in fourth sealed envelope super scribing on each envelop -: “**Tender for supply of FORK LIFT at HERP**” having Tender No: - **HERP/OT/E-468-15-0001-69-1 Dated 09.06.2015 and Due Date: -13.07.2015**

Part-III - Registration Documents and Part-I-Techno Commercial bid:-

Part I & III of the sealed tenders will be opened by BHEL on the date of opening of this tender in the presence of tenderers who are present at the date and time.

Part-II - Price bid:-

The price bid should contain prices only. Price bid will be opened only for those parties who have qualified in techno commercial bid.

Note: -

- 1. BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post. Late tenders shall be rejected out rightly.**
- 2. Vendors who are already registered at BHEL HERP Varanasi need not to submit the Supplier Registration Form. They need to mention their Supplier Code only.**



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Annexure-II

SPECIAL INSTRUCTIONS TO BIDDERS FOR OPEN TENDER DEFINITION

a. Registered Vendors - Are those who are registered with BHEL, HERP Varanasi for procurement of FORK LIFT.

b. Un-registered Vendors - Are those who are not registered with BHEL, HERP Varanasi for procurement of FORK LIFT. Un-registered vendors shall be considered, if and only if, they meet the minimum qualification requirement and quality requirements as mentioned in **specification cum compliance certificate of fork lift 5 t capacities (attached)**

c. ESSENTIAL INSTRUCTIONS:

1. All un-registered vendors shall be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous vendors. Vendor (s) shall not be considered for ordering if not approved by BHEL.

2. BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).

3. The tenders shall be submitted in three parts as described above on or before the due date:

- i. Part I - Techno -Commercial Bid,
- ii. Part II - price Bid &
- iii. Part III - Vendor Registration Form (SRF)

Vendor Registration Form (SRF) shall be submitted by unregistered vendors only.

4. The Quotation should be from the Principal / Original Equipment Manufacturer only, failing which the quotation is likely to be ignored. In Case the quotation is submitted through agent, the quotation must accompany original authorization letter.

5. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.

6. Part-I containing techno-Commercial bid and part-III containing Vendor Registration Form will be opened on the date and time specified in the tender notice in the presence of those tenders who wish to attend.

7. Part-II (Price Bids) along with supplementary price bids if any will be opened at the subsequently decided date of only those bidders whose techno-commercial bid has been found acceptable/suitable.

8. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid and the bids falling within the delivery period and meeting the last delivery requirement shall



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be considered. Delivery period quoted by the parties beyond the required delivery period may not be considered.

9. Currency exchange rate (TT selling rate of SBI) will be applicable on the date of opening of Part-I (Techno-commercial Bid) for evaluation purpose.

10. Evaluation of Bid: - The bid shall be evaluated

i. Cost to BHEL basis. (Basic Cost + Insurance + Transportation + Taxes & Duties + other charges as claimed by bidder)

ii. The loading /other cost, if any determined at later stage, shall be communicated to the vendor.

11. LD clause & Risk Purchase clause shall be confirmed by bidders without fail to process their offer.

12. 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.

13. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.

16. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.

17. BHEL reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction the paper bid shall be processed. Bidder should clearly indicate their acceptance for reverse auctioning as per **Annexure-IV in the offer**. The bids of those vendors who do not agree for reverse auction may not be considered. The Terms & Condition for Reverse Auctioning are given in Annexure- IV.

18. Total weight -- /Gross / Net in Kg. & also package size essentially should be indicated if not exact then approximate.

19. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. **The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.**

20. SETTLEMENT OF DISPUTES

Indigenous Vendors: In all cases of dispute the matter shall be referred for arbitration to any arbitrator to be appointed by the General Manager or any officer who is the administrative head of Bharat Heavy Electricals Ltd., at Varanasi. The venue of arbitration shall invariably be Varanasi. The award of the arbitrator shall be final and binding on both the parties. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties.

Foreign Vendors: In the event of any dispute or difference arising between the parties to this contract regarding execution of same or their respective rights and liabilities there under, the



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same shall except as otherwise expressly provided therein, be referred to the arbitration of the two arbitrators, one to be appointed by each party; or in the case of the said arbitrators not agreeing then an umpire to be appointed by the two arbitrators in writing before entering on that reference and provisions of the Indian Arbitration Act ,1940 or any statutory notification, or re-enactment therefore and rules framed there under from time to time shall apply to such arbitration . If the two arbitrators do not agree on the appointment of umpire, the nomination of the umpire shall be done by the International Chamber of Commerce, Paris(France).The decision of arbitrators, or in case of their not agreeing, that of the said umpire shall be binding both on seller and purchaser. The venue of the arbitration invariably be New Delhi.

21. JURISDICTION

All question, dispute or differences arising under, out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of Varanasi courts.

22. OVER RIDING CLAUSE

All stipulations made in any correspondence other than those exchanged in regards to "instruction" in our tender documents / enquiry for submission of your offer, if at all shall be void to the extent they are repugnant to the conditions contained herein above and in the purchase order.

23. FINALITY OF MANAGEMENT DECISION

At all places in the preceding clauses, BHEL Management's decision shall be final.

IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET IF YOU HAVE DOWNLOADED THE TENDER DOCUMENTS FROM BHEL WEBSITE.



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Annexure-III

IMPORTANT GUIDELINES FOR FOREIGN VENDORS

- a) BHEL shall deal directly with foreign vendors, wherever required, for procurement of equipment/machine/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.
- b) It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- c) 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.
- d) Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- e) Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- f) In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall directly with the foreign principal only for all correspondence and business purposes.
- g) The “Guidelines for Indian Agents of Foreign Suppliers” enclosed at Annexure – “A” shall apply in all such cases.
- h) 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 the supplies/services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SERAP), before opening of price bids. In this regard, details may be checked as per Annexure – “B” (enclosed). It will be the responsibility of the OEM/foreign principal to get acquainted with the evaluation requirements of Indian supplier/agent as per SERAP available on www.bhel.com.
- i) The responsibility for successful execution of the contract (including indigenous supplies/services) lies with the OEM/foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/foreign principal.



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Annexure-IV

TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.

4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.

6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

8. Reverse auction will be conducted on scheduled date & time.

9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.



12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

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



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Annexure-V

ITEM DETAILS AND DELIVERY SCHEDULE

Sl. No	MATERIAL CODE	ITEM DESCRIPTION	QTY (In Nos.)	DELIVERY REQUIRED
1	RVJ207000018	SUPPLY & COMMISSIONING OF 5 Ton FORK LIFT(DIESEL ENGINE OPERATED) AS PER TECHNICAL SPECIFICATION CUM COMPLIANCE CERTIFICATE ATTACHED	01	12 Weeks from PO date



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Annexure-VI

SUPPLIER REGISTRATION FORM

Supplier Registration Form for indigenous and foreign vendors is enclosed as per Annexure-VI enclosed along with tender.

(PDF Format shall be attached)



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Annexure-VII

PRE-QUALIFICATION REQUIREMENT & COMPLIANCE CERTIFICATE FOR 5 T FORK LIFT

Description of Item:

Sl. No	MATERIAL CODE	ITEM DESCRIPTION	QTY (In Nos.)	VENDOR CONFIRMATION (YES/NO)
1	RVJ207000018	SUPPLY & COMMISSIONING OF 5 Ton FORK LIFT(DIESEL ENGINE OPERATED) AS PER TECHNICAL SPECIFICATION CUM COMPLIANCE CERTIFICATE ATTACHED ANNEXURE-A	01	

Scope of work: Scope of work should be as per specification cum compliance certificate of fork lift 5 ton capacity as per **annexure - A**



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Annexure-VIII

COMMERCIAL TERMS & CONDITIONS OF THE TENDER

PLEASE FILL THIS ANNEXURE & ATTACH WITH YOUR TECHNO-COMMERCIAL BID.

You are requested to kindly confirm /clarify the following:-

S N o	BHEL STANDARD TERMS & CONDITIONS	CONFIRMATIO N OF SUPPLIER YES / NO
1	<p>OFFER MUST BE SUBMITTED IN THREE PART BID SYSTEM FOR THE ITEM AS PER ENQUIRY IN SEPARATE SEALED COVERS:</p> <p>(I) FOR TECHNO – COMMERCIAL BID (II) FOR PRICE BID (III) FOR SUPPLIER REGISTRATION FORM (SRF) CLEARLY SUPER SCRIBING THE ENQUIRY NO. AND DUE DATE ON THE ENVELOPES.</p> <p>(A) UN-PRICED OFFER WITH TECHNICAL BID IS REQUIRED TO BE FURNISHED BY THE VENDOR. TECHNICAL OFFER SHOULD CLEARLY REFLECT AT LEAST OUR MATERIAL CODE, ITEM DESCRIPTION & QUANTITY.</p> <p>(B) THE DIFFERENCE BETWEEN “UN-PRICED OFFER” AND “PRICED OFFER” SHOULD BE ONLY THE PRICES WHEREVER APPLICABLE. THE RATES AND AMOUNT SHOULD BE CLEARLY WRITTEN IN FIGURES AND WORDS BOTH WITHOUT ANY CUTTING / OVERWRITING.</p> <p>(C) THE SRF (TO BE DOWNLOADED FROM WWW.BHEL.COM OR WWW.BHELHERP.COM) DULY FILLED UP WILL BE ASSESSED FOR MANUFACTURING CAPABILITY, QUALITY SYSTEMS BEING FOLLOWED, ORGANIZATIONAL SOUNDNESS AND FINANCIAL WORTHINESS. IF SRF HAS ALREADY BEEN SUBMITTED RECENTLY, PLEASE IGNORE IT MENTIONING THAT SRF HAS ALREADY BEEN SUBMITTED ON DATED -----.</p> <p>NOTE: WHERE SRF IS AVAILABLE FOR ALL PMD VENDORS, 02 PART BIDDING ((I) FOR TECHNO – COMMERCIAL BID (II) FOR PRICE BID) SHALL BE DONE.</p>	
2	PART-I CONTAINING THE TECHNO-COMMERCIAL BID AND PART-III CONTAINING THE SUPPLIER REGISTRATION FORM WILL BE OPENED ON THE DATE AND TIME SPECIFIED IN THE ENQUIRY, IN THE PRESENCE OF THOSE TENDERERS WHO WISH TO ATTEND. PART-II I.E., PRICE BID WILL BE OPENED ONLY OF THOSE BIDDERS WHO ARE FOUND TECHNO-COMMERCIALY SUITABLE AFTER SCRUTINY OF THEIR PART-I AND PART-III OFFERS.	
3	NO REVISED OFFERS WILL BE ACCEPTED UNLESS ASKED BY BHEL AFTER OPENING OF PART-1 BID IN ANY CASE.	
4	THE TENDER RECEIVED AFTER 11:00 HRS ON THE DUE DATE WILL NOT BE CONSIDERED.	
5	YOUR TECHNO COMMERCIAL BID SHOULD MENTION THAT PRICE BID HAS BEEN SENT IN A SEPARATE ENVELOPE GIVING ITS REFERENCE.	
6	ANY CORRECTIONS / AMENDMENTS SHALL BE PROPERLY AND FULLY AUTHENTICATED WITH SIGNATURE.	
7	THE QUOTED RATES SHALL BE KEPT FIRM TILL EXECUTION OF THE ORDER.	
8	VALIDITY OF OFFER SHOULD BE MINIMUM 90 DAYS FROM THE DATE OF TECHNO - COMMERCIAL BID OPENING OR 60 DAYS FROM THE REVERSE AUCTION DATE.	
9	UNLESS SPECIFIED IN THE TENDER, VENDOR MUST NOTE THAT BHEL WILL ARRIVE THE L1 STATUS FOR EACH ITEM ON LANDED COST BASIS.	
10	PLEASE MAKE SURE THAT THERE IS NO DISCREPANCY IN BETWEEN ACCEPTED TERMS & CONDITIONS MENTIONED IN THE CHECK LIST AND QUOTATION SUBMITTED BY VENDOR AND IF FOUND SO THEN THE TERMS & CONDITIONS WHICH ARE BENEFICIAL TO BHEL WOULD ONLY BE CONSIDERED.	
11	ITEM & QUANTITY MENTIONED IN THE OFFERS ARE EXACTLY SAME AS PER ENQUIRY. IF ANY DEVIATION IS THERE PARTY MUST MENTION HERewith OTHERWISE BHEL SHALL ASSUME THAT ITEM & QUANTITY ARE INLINE WITH THE ENQUIRY.	
12	BHEL RESERVES THE RIGHT TO REJECT THE OFFER, WHICH IS HAVING DEVIATIONS TO THE TERMS AND CONDITIONS GIVEN IN THE TENDER ENQUIRY.	
13	EXCISE DUTY IF APPLICABLE WILL BE PAID EXTRA AGAINST DOCUMENTARY PROOF. THE RATE OF EXCISE DUTY	@.....



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	SHOULD BE CLEARLY MENTIONED IN THE OFFER OTHERWISE THE SAME SHALL BE ASSUMED AS "ZERO".	...
14	TAXES AND DUTIES SHOULD BE MENTIONED CLEARLY IN PERCENTAGE / ABSOLUTE VALUE WHEREVER APPLICABLE OTHERWISE THE SAME SHALL BE ASSUMED AS "ZERO".	@.....
15	ENTRY TAX: FOR UP BASED VENDORS, ENTRY TAX IF APPLICABLE SHOULD BE INDICATED SEPARATELY. VENDOR SHOULD NECESSARILY MENTION THE RATE OF ENTRY TAX IN PERCENTAGE / ABSOLUTE VALUE WHEREVER APPLICABLE OTHERWISE THE SAME SHALL BE LOADED AS APPLICABLE AT THE TIME OF DISPATCH. FOR THE VENDORS OUTSIDE UP, THE ENTRY TAX PREVAILING AT THE TIME OF DISPATCH SHALL BE LOADED.	@..... ...
16	TERMS OF DELIVERY: THE TERMS OF DELIVERY SHOULD BE QUOTED ON F.O.R. DESTINATION (BHEL HERP STORES VARANASI) BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT ONLY). IF ANY BIDDER STILL QUOTES OTHER DELIVERY TERM IN PLACE OF BHEL HERP STORES, THEIR OFFER MAY NOT BE CONSIDERED FOR FURTHER PROCESSING. IT MUST BE SPECIFICALLY NOTED.	
17	IF ANY SUPPLIERS SHALL ARRANGE SUPPLY FROM FOREIGN PRINCIPLES/WORKS, TERMS OF DELIVERY SHOULD BE QUOTED ON CIF JNPT MUMBAI (INDIA) SEA PORT OR CFR MUMBAI AIRPORT BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO MUMBAI (INDIA) SEA PORT). HOWEVER FREIGHT CHARGES AS PER BHEL TRANSPORT CONTRACT FROM JNPT MUMBAI SEAPORT/MUMBAI AIRPORT TO BHEL VARANASI FOR EACH ITEM WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION.	
18	INSURANCE CHARGES SHALL BE TO VENDOR'S ACCOUNT ONLY IF PRICE QUOTED ON BHEL HERP STORES BASIS. IN CASE PRICE QUOTED IS ON CIF JNPT MUMBAI BASIS/ CFR MUMBAI AIRPORT BASIS, INSURANCE UP TO CIF JNPT MUMBAI/ MUMBAI AIRPORT SHALL BE IN VENDOR ACCOUNT.	
19	PAYMENT TERMS: 1. FOR MSEs VENDORS (ALSO REFER POINT NO. 21): 80% OF EQUIPMENT COST PLUS 100% TAXES & DUTIES WILL BE PAID DIRECTLY WITHIN 45 DAYS OF RECEIPT OF EQUIPMENT AT BHEL. BALANCE 20% OF MATERIAL COST AND E&C CHARGES, IF APPLICABLE WILL BE PAID TO THE PARTY AFTER INSTALLATION AND COMMISSIONING OF THE EQUIPMENT AT BHEL VARANASI AND SUBMISSION OF PBG. IF ANY SUPPLIER FALLS UNDER NON MSE CATEGORY, THEIR PAYMENT TERM WILL BE CONSIDERED AS NON MSE SUPPLIER PAYMENT WITHOUT ANY INTIMATION. 2. FOR OTHER SUPPLIERS: 80% OF EQUIPMENT COST PLUS 100% TAXES & DUTIES WILL BE PAID DIRECTLY WITHIN 60 DAYS OF RECEIPT OF EQUIPMENT AT BHEL. BALANCE 20% OF MATERIAL COST AND E&C CHARGES, IF APPLICABLE WILL BE PAID TO THE PARTY AFTER INSTALLATION AND COMMISSIONING OF THE EQUIPMENT AT BHEL VARANASI AND SUBMISSION OF PBG.	
20	LOADING OF PAYMENT TERM: IN CASE OF DEVAITION, LOADING OF INTEREST RATE @SBI BASE RATE + 6% (AS ON PART-1 OPENING DATE) SHALL BE LOADED WHILE ARRIVING AT LANDED COST TO BHEL. NO OVERDUE INTEREST IS PAYABLE BY BHEL IN ANY OF THE CASES.	
21	P.B.G. TERMS: THE SUCCESSFUL TENDERERS ARE REQUIRED TO SUBMIT A PERFORMANCE BANK GUARANTEE ON THE PRESCRIBED BHEL FORMAT EQUAL TO THE VALUE OF 10% OF THE TOTAL ORDER VALUE VALID FOR AGREED WARRANTY / GUARANTEE PERIOD.	
22	IMPORTANT INSTRUCTION FOR MSEs SUPPLIERS: "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 (FORMAT ENCLOSED AS PER ANNEXURE-1 WHERE DEEMED VALIDITY OF EM-II CERTIFICATE OF FIVE YEARS HAS EXPIRED) APPLICABLE FOR THE RELEVANT F/Y (LATEST AUDITED).DATE TO BE RECKONED FOR DETERMINING THE DEEMED VALIDITY WILL BE THE DATE OF BID OPENING (PART -1 IN CASE OF TWO PART BID). NON SUBMISSION OF SUCH DOCUMENTS WILL LEAD TO CONSIDERATION OF THEIR BID AT PAR WITH OTHER BIDDERS. NO BENEFIT SHALL BE APPLICABLE FOR THIS ENQUIRY IF ANY DEFICIENCY IN THE ABOVE REQUIRED DOCUMENTS ARE NOT SUBMITTED BEFORE PRICE BID OPENING. 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 GAZETTED OFFICE.	
23	PENALTY: SINCE DELIVERY IS ESSENCE OF CONTRACT, VENDOR MUST QUOTE THE EARLIEST POSSIBLE FIRM DELIVERY AS REQUIRED IN TENDER. FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 % PER WEEK SUBJECT TO THE MAXIMUM	



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	<p>OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE.</p> <p>NOTE: IF THE DELAY IS LESS THAN OR EQUAL TO 03 DAYS FROM THE SCHEDULED PO DELIVERY, NO LD WILL BE CHARGED. FURTHER IF THE DELAY IS MORE THAN 03 DAYS FROM THE SCHEDULED PO DELIVERY , LD FOR 01 WEEK PERIOD (i.e. 0.5%) SHALL BE CHARGED.</p>	
24	<p>LOADING OF PENALTY: DEVIATION TO ABOVE STANDARD PENALTY CLAUSE, MAXIMUM LOADING OF 10% (IN CASE OF NON ACCEPTANCE OF LD CLAUSE) OR PART THEREOF (IN CASE OF PART ACCEPTANCE OF LD) SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL. FURTHER IF DEVIATION IS FOUND IN THE ACCEPTED DELIVERY TERM AS WELL AS ACCEPTED PENALTY TERM, SUITABLE LOADING BASED ON TRANSPORTATION TIME TO BE TAKEN SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL HERP STORES (WHICH MAY BE MINIMUM 1% OF THE BASIC COST FOR INDIAN SUPPLIERS).</p>	
25	<p>DELIVERY PERIOD: DELIVERY PERIOD FOR THE ITEMS WILL BE 03 MONTHS (AS REQUIRED IN THE INDENT) FROM THE DATE OF RECEIPT OF PURCHASE ORDER.</p>	
26	<p>IF ANY VENDOR DOES NOT SUPPLY THE ITEM WITHIN THE PURCHASE ORDER DELIVERY PERIOD, BHEL MAY/MAY NOT ACCEPT THE SUPPLY AT ITS SOLE DISCRETION.</p>	
27	<p>REVERSE AUCTION: BHEL RESERVE THE RIGHT TO GO FOR REVERSE AUCTION (RA) INSTEAD OF OPENING THE SEALED ENVELOPE PRICE BID, SUBMITTED BY THE BIDDER. THIS WILL BE DECIDED AFTER TECHNO COMMERCIAL EVALUATION. ALL BIDDERS TO GIVE THEIR ACCEPTANCE FOR PARTICIPATION IN RA. NON-ACCEPTANCE TO PARTICIPATE IN RA MAY RESULT IN NON-CONSIDERATION OF THEIR BIDS, IN CASE BHEL DECIDES TO GO FOR RA.</p> <p>IN CASE BHEL DECIDES TO GO FOR REVERSE AUCTION, ONLY THOSE BIDDERS WHO HAVE GIVEN THEIR ACCEPTANCE TO PARTICIPATE IN RA WILL BE ALLOWED TO PARTICIPATE IN REVERSE AUCTION. THOSE BIDDERS WHO HAVE GIVEN THEIR ACCEPTANCE TO PARTICIPATE IN REVERSE AUCTION WILL HAVE TO NECESSARILY SUBMIT 'ONLINE SEALED BID' IN THE REVERSE AUCTION. NON SUBMISSION OF 'ONLINE SEALED BID' BY THE BIDDER WILL BE CONSIDERED AS TEMPERING OF THE TENDER PROCESS AND INVITE ACTION BY BHEL AS PER EXTANT GUIDELINES IN VOGUE."</p> <p>TERMS & CONDITIONS FOR REVERSE AUCTION HAS BEEN MENTIONED IN THE ATTACHED ANNEXURE-1.</p>	
28	<p>IF ANY OF THE VENDORS DO NOT ACCEPT THE ABOVE POINT MENTIONED AT SL. NO. 27, THEIR OFFER MAY BE LIABLE FOR REJECTION WITHOUT INTIMATION.</p>	
29	<p>RISK PURCHASE: IN CASE OF DELAYS IN SUPPLIES/DEFECTIVE SUPPLIES OR NON-FULFILMENT OF ANY OTHER TERMS & CONDITIONS OF THE ORDER, BHEL MAY CANCEL THE ORDER IN FULL OR PART THEREOF/ MAY ALSO MAKE THE PURCHASE OF SUCH MATERIALS FROM ELSEWHERE/ALTERNATIVE SOURCES AT THE RISK & COST OF SUPPLIER. PARTY PAYMENT PENDING WITH BHEL, HERP, VARANASI OR ANY OTHER UNIT OF BHEL WOULD BE HOLD (TILL FINALIZATION OF RISK PURCHASE ORDER) OR ADJUSTED / RELEASED AFTER FINALIZATION OF PROCUREMENT ACTION UNDER RISK PURCHASE.</p>	
30	<p>BHEL MAY SHORT CLOSE/CANCEL AN ORDER AT ANY TIME DURING THE CURRENCY OF THE CONTRACT/PO IRRESPECTIVE OF THE PO DELIVERY DATE, IF</p> <p>(I) THE WORK PROGRESS OF THE VENDOR IS POOR, OR</p> <p>(II) THE DELIVERY REQUIREMENT OF THE ITEM IS VERY CRITICAL & NOT BEING MET BY THE VENDOR ON WHICH ORDER HAS BEEN PLACED,OR</p> <p>(III) THERE IS NO RESPONSE FOR IMPROVEMENT IN DELIVERY AS PER BHEL REQUIREMENT,</p>	
31	<p>THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AND ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE www.bhel.com</p>	
32	<p>RIGHT OF ACCEPTANCE: – BHEL RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS WITHOUT ASSIGNING ANY REASONS THEREOF. BHEL ALSO RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITIES. VENDORS SHOULD BE PREPARED TO ACCEPT ORDER FOR REDUCED QUANTITIES WITHOUT ANY EXTRA CHARGES. VENDOR SHOULD ALSO BE PREPARED FOR GIVING DISCOUNT IN CASE OF INCREASE IN QUANTITY.</p>	
33	<p>NON-DISCLOSURE AGREEMENT: ALL DRAWINGS AND STANDARDS ARE PROPRIETARY OF BHEL. IT MUST NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY. ALL SUPPLIERS SHALL FURNISH NDAS (NON-DISCLOSURE AGREEMENT) AGAINST USE OF DOCUMENTS FURNISHED BY BHEL TOWARDS UN-AUTHORIZED USE EXCEPT FOR THE PURPOSE IT HAS BEEN FURNISHED.</p>	
34	<p>GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS: THIS GUIDELINES</p>	



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	ARE AVAILABLE ON BHEL WEBSITE AT "www.bhel.com" on "SUPPLIER REGISTRATION PAGE". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS BEFORE QUOTING AS PER THEIR REQUIREMENT.	
35	JURISDICTION: 1. IN ALL CASES OF DISPUTES THE MATTER SHALL BE REFERRED FOR ARBITRATOR TO BE APPOINTED BY BHEL HERP OFFICER WHO IS THE ADMINISTRATIVE HEAD OF BHEL HERP VARANASI. THE AWARD OF ARBITRATOR SHALL BE FINAL AND BINDING ON BOTH THE PARTIES. THE ARBITRATOR SHALL HAVE THE POWER TO EXTEND FROM TIME TO TIME FOR MAKING HIS AWARD WITH CONTRACT OF THE PARTIES. 2. ALL DISPUTES OF DIFFERENCES ARISING UNDER OUT OF OR IN CONNECTIONS WITH THE CONTRACT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURT WITHIN THE LOCAL UNIT OF WHOSE JURISDICTION THE PLACE FROM WHICH THE ACCEPTANCE OF THE TENDER IS ISSUED IS SITUATED.	
36	1. FOLLOWING DOCUMENTS SHOULD BE ENCLOSED AND FORWARDED TO SR/MANAGER(FINANCE), BHEL, HERP, TARNA, SHIVPUR, VARANASI-221003 FOR PAYEMNT PURPOSE: (a) INVOICE MARKED AS ORIGINAL FOR BUYER PRE-RECEIPTED BY REVENUE STAMP. (ONE COPY) (b) INVOICE MARKED AS EXTRA COPY (TWO COPIES) INK SIGNED. (c) COPY OF GR/RR. (THREE COPIES) (d) COPY OF DELIVERY CHALLAN (ONE COPY) (e) TEST CERTIFICATE AND GUARANTEE/WARRANTEE CERTIFICATE AND PDI REPORT, IF APPLICABLE. (ONE COPY). 2. FURTHER TO ABOVE, 02 COMPLETE SETS OF DOCUMENTS (COPIES OF ABOVE MENTIONED DOCUEMENTS AT SL. NO. 01 SHALL BE SENT FOR PURCAHSE AND QUALITY DEPARTMENTS. ORIGINAL COPIES OF TC, GC, PDI REPORTS & OTHER QULALITY PAPERS SHALL BE ATTCAHED IN THE SET OF DOCUMENTS FOR QUALITY DEPARTMENTS. NOTE: ALL THREE SETS AS MENTIONED AT SL. NO. 01 & 02 ABOVE SHALL BE SENT TO DGM (MM) BHEL HERP VARANASI ONLY.	

NOTE: PLEASE FILL IN THIS FORMAT AND SEND COMPULSORILY ALONG WITH QUOTATION WITH VENDOR'S SEAL, SIGNATURE AND DATE.

(SIGNATURE BIDDER / SUPPLIER ALONG WITH SEAL AND DATE)



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Annexure-IX-A

PRICE FORMAT FOR INDIGENOUS VENDORS

SI No	ITEM DESCRIPTION	NAME OF ITEM AS PER ENQUIRY	
	QTY (IN NO.)		
1	BASIC COST (PER NO. IN INR)	X	
2	P&F (IF Y %)	$P = X * Y\%$	
3	ED(12.363% OF 1+2)	$ED = (X + P) * 12.36\%$	
4	CST (2% OF 1+2+3)	$CST = (X + P + ED) * 2\%$	AGAINST FORM 'C'
5	UPVAT (IF APPLICABLE @14% OF 1+2+3) UP BASED VENDORS ONLY	$UPVAT = (X + P + ED) * 14\%$	APPLICABLE FOR UP BASED VENDORS ONLY
6	MODVAT (EQUAL TO 3)	ED	
7	UPVAT CREDIT (@88% OF 5)	$UPVAT * 88\%$	
8	ENTRY TAX (1%)	$(X + P + ED + CST) / UPVAT * 1\%$	
9	FREIGHT (PER NO.) NIL IF QUOTED BHEL STORES	AS PER EXISTING BHEL TRANSPORT CONTRACT	
10	LOADING OF PAYMENT TERM	SBI BASE RATE + 6% OF (1+2+3+4/5)	
11	LOADING OF LD	AS DEVIATED OR MAX 10% OF 01	
12	TOTAL LANDED COST (1+2+3+4-6+8)	X + P + CST + FREIGHT	FOR OUTSIDE UP VENDORS
	TOTAL LANDED COST (1+2+3+5-6-7+8)	X + P + UPVAT - UPVAT CREDIT + FREIGHT	FOR UP BASED VENDORS



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PRICE FORMAT FOR FOREIGN VENDORS

SL. NO.	DESCRIPTION	NAME OF ITEM AS PER ENQUIRY
QUANTITY		
1	BASIC COST PER NO. IN CURRENCY APPLICABLE (say 100 as assumption)	EUR 100.00
	EXCHANGE RATE (AS PER SBI TT selling rates on the date of tender opening of Techno-Commercial Bid, assume that it is INR 80.00 for unit applicable currency)	80
2	PACKING CHARGE (x% of 01)	0%
3	TOTAL COST (1+2)	Rs. 8,000.00
4	MISCELLANEOUS CHARGES (1% OF 3)	1%
5	TOTAL ASSESSABLE VALUE (3+4)	Rs. 8,080.00
6	BCD (7.5% OF 5) (rates may be changed)	7.50%
7	CVD (12% OF 5+6) (rates may be changed)	12%
8	EDU.CESS ON CVD (2% OF 6+7)	2%
9	CUS.EDU.CESS (1% OF 6+7)	1%
10	ADDL. IMPORT DUTY (4% OF 5+6+7+8+9)	4%
11	CD TOTAL (6+7+8+9+10)	Rs. 2,088.88
12	Credit	
13	CVD	Rs. 1,042.32
14	ADDL. IMPORT DUTY	Rs. 391.11
16	CD CREDIT (13+14)	Rs. 1,433.43
17	ACTUAL COST NET OF CD(5+11-15)	Rs. 8,735.45
18	Loading of Payment Terms ((Total Assessable Value+ Custom Duty)*60/365*(sbi base rate + 6%)/100))	0%
19	Loading for LD (0 weeks)	0.00%
20	Inspection Charges (X% of 01)	0.00%
21	FREIGHT FROM MUMBAI TO VARANASI (as applicable, zero has been taken as assumption)	Rs. 0.00
22	NET LANDED COST TO BHEL HERP (IN INR)	Rs. 8,735.45



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Annexure-X

DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID), PART-II (PRICE BID) & PART-III (VENDOR REGISTRATION FORM)

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

- a. Confirmation to specification cum compliance certificate of fork lift 5 t capacity as per Annexure-IV (for unregistered Vendors only).
- b. Confirmation of Inspection charges and delivery schedule.
- c. Validity of offer to be indicated.
- d. Confirmation of **Annexure – IX & Annexure-X** i.e. Compliance sheet for technical/commercial terms and conditions for two parts tender.
- e. Deviation with reference to compliance certificate, if any, should be clearly indicated on a Separate sheet.
- f. Details of activity outsourced.
- g. Acceptance for Quality Plan sent along with tender.

PART –II (Price Bid):

- a. Price bid with prices to be submitted as part-II of the tender.
- b. Prices should remain firm till the execution of the order.
- c. In case of foreign vendors, prices to be quoted on FOB/CIF Mumbai (India) basis and it should be clearly clarified. In case of FOB, Loading port must be mentioned. Please note that **Ex-Works** price may **not** acceptable & offer shall not be considered (For Indigenous supplier only). In case of Indigenous vendor, prices must be quoted on FOR- Destination- Store-HERP BHEL basis.
- d. Insurance – Marine insurance for foreign vendor in case of FOB basis & inland in case of Indigenous vendor (for Ex works basis) shall be taken care by BHEL. For FOR destination basis (in case of indigenous supplier) and CIF Mumbai basis (in case of foreign vendors) rates, insurance charges must be quoted in vendor's account.
- e. **Prices are to be written clearly both in Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.**
- f. BHEL does not open confirmed LC even if vendor agrees to bear the confirmation charges.



Part-III - Vendor Registration Form (SRF):
(SRF-Foreign Suppliers or SRF-Indian Suppliers)

a. The SRF (as applicable) duly filled up will be assessed for manufacturing capability quality systems being followed, organizational soundness and financial worthiness. The same shall be submitted with Part-I (Techno-Commercial Bid) by un-registered vendor only with BHEL, HERP, and Varanasi.

MARKING OF ENVELOPES:

- ❖ Each envelop is to be super scribed as “TENDER FOR (ITEM NAME) AGAINST
TENDER NO.----- DUE ON -----
- ❖ Techno-Commercial - Part-I to be kept in another envelop – Envelop- A & to be marked as Techno-Commercial Offer (will consist Annexure II to VIII duly sealed and signed).
- ❖ Vendor Registration Form - Part –III to be kept in another envelop – Envelop – B & to be marked as Vendor Registration Form (Annexure – VI, Duly sealed and signed).
- ❖ Price Bid – Part-II to be kept in another envelop – Envelop- C & to be marked as Price Bid (Annexure-IX-A/IX-B as applicable, duly filled, sealed and signed).
- ❖ Envelop-A, Envelop- B & Envelop- C are to be kept in one envelop super scribed as above.

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