

HIGH PRESSURE BOILER PLANT  
TIRUCHIRAPPALLI - 620 014

**TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BID)**

1. The tender will be operated on two part bid basis i.e. (I).*Techno-Commercial Bid* & (II).*Price Bid*.
2. *Techno-Commercial Bid*: Containing Technical details, specifications, commercial terms and conditions like percentage of P&F charges, Freight & Insurance, ED, Cess, Taxes (BHEL will not provide "C" form for Non-Production Items), delivery terms, delivery schedule, validity of offer, payment terms (except price details), acceptance for LD clause, etc. . Shall be put in a cover and superscribed as “*Techno-Commercial Bid*” for Enquiry No. Dt: *Due date*:
3. *Price Bid*: Containing the price details shall be put in a separate cover and super scribed as “*Price Bid*” for Enquiry No: Dt:XX *Due Dt.XX*.
4. You are requested to put the above two envelopes (*Techno-Commercial Bid* & *Price Bid*) inside a separate larger sealed envelope and this envelope shall be super scribed as “*Techno-Commercial Bid and Price Bid* “ for Enquiry No: XXXXXXXXXXXX Dt:XX.XX.XX *Due Dt.XX.XX.XX*

Your Quotations should be sent to:

*The Manager,  
Purchase Department / PSS,  
Materials Management / Raw Materials,  
24 Building (4<sup>th</sup> Floor),  
Bharat Heavy Electricals Limited,  
Tiruchirappalli - 620 014.*

- 5.The vendor should clearly type-write / print their Telephone No. e-mail ID & contact person in the *Techno commercial bid* .
- 6.Vendors are advised to carefully go through all the terms and conditions attached with this tender enquiry before filling the details in the format for *Techno- commercial and price bid*..
- 7.*Technical bid and price bid* must be duly signed by vendor on each page with seal.
8. Please submit point wise compliance to our specifications, terms and conditions. Otherwise it will be presumed that you are accepting BHEL's terms and conditions.
9. *Offer/s received after due date and time: 02:00 pm will not be considered under any circumstances.*
10. Validity of quoted rates shall be maintained at least for 90 days from the date of Tender opening for ordering. If required, validity of the rates of items mentioned in tender notice should be extended by the vendors. Rates of items required should be quoted in round figure only.
- 11.Vendors should authorize their representative to be present at the opening of the tender. The representative bust bring with him a letter of authority from the firm to be present at the time of opening of the tender.
12. The rates are to be quoted on F.O.R. destination basis (Inclusive of Packing, Forwarding, and Freight and Transit Insurance charges to supplier account. The material should be delivered at BHEL Complex, Trichy by your carrier and at your own cost (*Delivery condition like Ex-works / Ex-godown / Transportation of materials through transport carriers from your works upto the transport carrier's office at Tiruchy and taking delivery of goods by BHEL from such office of transport carriers, Transportation of materials on "TO PAY" basis etc is not acceptable to us*)
13. Unloading at BHEL Site has to be done by the suppliers and BHEL will not be in a position to provide any handling / unloading facilities.

#### 14. Payment Terms (Indigenous)

##### Stores:

Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials.

Any deviation in the above payment term will attract loading as mentioned below.

“Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.

#### 15. Liquidated Damages / Penalty:-

Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.

Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).

Each tender should be sealed with tenderer's distinctive seal and super scribed with correct tender no., item of supply and due date of opening. Two or more quotation should not be sent in one cover but the quotation against each tender should be sent separately to avoid confusion. Tender should not be addressed to any individual's name but only by designation.

16. Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested; all amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall only be considered.

17. No revision of prices will be entertained after tenders are opened.

18. If any sales tax is payable as extra to the quoted price it should be specifically stated in quotations along with CST & VAT Number failing which the purchaser will not be liable for payment of sales tax. Our TIN 33243560005 dt.01.01.2007 & CST no 239383 DT, 11.06.1991

19. On the due date of tender opening, only the technical bids will be opened. Technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. The price bids of techno-commercially suitable bidders will be opened on a later date with prior intimation to respective bidders.

20. BHEL reserves the right to increase or decrease the tender quantity and split up the tender quantity among more than one vendor at the lowest acceptable price to BHEL and place order accordingly in any proportion at our own discretion.

21. Lowest price received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves the right not to consider the same. The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.

22. BHEL reserves the right to negotiate or re float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

23. PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

24. RISK PURCHASE: Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefore. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in our LD clause.

25. PREFERENTIAL DELIVERY: It should be noted if a contract is placed on a higher tendered as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R destination, including all elements of freights, Sales tax, duties and other incidents, incidental in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.

26. CENVAT CREDIT: If any Excise Duty is payable, the Chapter Head / Sub-head reference and the rate of the duty should be quoted. If the Tenderer is availing CENVAT credit for this input material, the effect of Proforma credit should be passed on to the purchaser. Tenderer under "CENVAT" shall be preferred.

27. Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract.

28. *All corrigenda, addend a, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) only (apart from unit website-if any). Bidders should regularly visit website(s) to keep themselves updated.*

29. Special provisions for micro and small Enterprises (MSE):

i. 20% of the tendered quantity is earmarked for MSE suppliers in this enquiry.

ii. Out of 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST Entrepreneurs.

iii. In case MSE vendor participating in the tender quotes in the price band L1 + 15%. They will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

iv. MSE suppliers can avail intended benefit only if they submit along with offer, attested copies of either EM II certificate having deemed validity (two years from the date of issue of acknowledgement In EM II) or valid NSIC certificate or EM II certificate along with the CA certificate applicable for the year, certifying quantum of investment in the plant and machinery within 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 submit these documents.

30. **IMPORTANT NOTE:-** Terms and conditions to be confirmed /accepted/mentioned in your techno-commercial bid and price bid should be the same without any variation/deviation. In case of variation/deviation between the techno-commercial bid and price bid, the details furnished in techno-commercial bid only are considered for evaluation.

31. Email offer will not be considered.

SAMPLE FORMAT

COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIER (TO BE SUBMITTED IN COVER NO: 1)

S. NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION
1	VALIDITY	90 Days from Date of tender opening	
2	PRICE QUOTED	FOR-DESTINATION BHEL STORES TRICHY -620014	
3	PACKING & FORWARDING (Whether inclusive (or) extra) Clearly mention the percentage (or) amount	Supplier Options	INCLUDED / EXTRA (INCASE OF EXTRA MENTION THE PERCENTAGE_____)
4	EXCISE DUTY WITH CESS (Whether inclusive (or) extra) Clearly mention the percentage (or) amount	Supplier Options	INCLUDED / EXTRA (INCASE OF EXTRA MENTION THE PERCENTAGE_____)
5	VAT / CST Clearly mention the percentage	Supplier Options	
6	FREIGHT (Whether inclusive (or) extra) Clearly mention the percentage (or) amount	Supplier Options	INCLUDED / EXTRA (INCASE OF EXTRA MENTION THE PERCENTAGE_____)
7	DEIVERY SCHEDULE	AS AND WHEN REQUIRED BY BHEL IN STAGGERED MANNER	
8	PAYMENT TERMS	100% After 45 days from the receipt and acceptance of materials at BHEL/STORES	
9	LD CLAUSE	0.5% per week to maximum of 10% for the undelivered portion/Qty.	
10	MSME CERTIFICATION	To be attached	ATTACHED / NOT ATTACHED
11	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :	----[-
12	For New Vendor (Annexure-A1)	Format to be filled	Yes/No

It is certified that I have read and understood and will comply all instruction contained tender enquiry and its schedule

Signature & Seal

Telephone No:  
Mobile No.  
Email ID.