



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - FOSSIL BOILERS
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

PHONE :0431-2577938
GRAMS : BHARATELEC
FAX NO: 0431-2520719
E-mail: tvenkat@bheltry.co.in
Web:

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Enquiry No	Enquiry Date	Due Date for Quotation
2661600541 - 46	10.12.2016	04.01.2017
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. Bid should be submitted in two parts. 1.Techno-commercial bid (Part-I) and 2.Price bid(Part-II) in a separate sealed cover and both covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date & Enq. Due date must be written on all three covers.		

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	331003410000 PVC INS. ALU.COND. ARMD.CABLE 3.5X25SQMM PVC insulated,cores laid up inner sheath of taped PVC, galvanised steel strip armoured,PVC sheathed over all, stranded circular/shaped aluminium conductor,1.1 KV grade,power cable.confirming to IS 1554/Part 1/88. Size 3.5 core - 25sq.mm. Makes: Asian(RPG), ACC, CCI, Gloster, NICCO, Reliance, Radiant, Toshniwal, Universal, Elkay, Siechem and Havells are suitable.	M	1000.000	1,000.00	23.02.17
20	331003450000 XLP INS. ALU.COND. ARMD.CABLE 3.5X95SQMM XLPE insulated, cores laid up inner sheath of taped PVC, galvanised steel flat strip armoured, PVC sheathed over all, stranded circu lar/shaped Aluminium conductor, 1.1 KV grade, power cable as per IS:7098 - Part1/1988. Size: 3.5core - 95sq.mm. Makes: Asian(RPG), ACC, CCI, Gloster, NICCO, Reliance, Radiant, Toshniwal, Universal, Elkay, Siechem and Havells are suitable.	M	1000.000	1,000.00	23.02.17

General Note:

IMPORTANT NOTE:

(i) YOU SHOULD CONFIRM LD CLAUSE, VALIDITY, PAYMENT TERMS, DELIVERY PERIOD AND ARBITRATION AS PER BHEL COMMERCIAL TERMS AND CONDITIONS. OTHERWISE YOUR OFFER WILL BE REJECTED.

(ii) 'DOCUMENTS SUBMITTED WITH THE OFFER MUST BE SIGNED AND STAMPED IN EACH PAGE BY AUTHORIZED REPRESENTATIVE OF THE BIDDER'

(iii) YOU MAY DEPUTE YOUR REPRESENTATIVE WITH VALID PHOTO ID AND AUTHORISATION LETTER OF YOUR COMPANY TO ATTEND TENDER OPENING.

ENCLOSURES

The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED

MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,



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2661600541 / 10.12.2016

23505

(i),,ANNEXURE - 'A':- COMMERCIAL TERMS AND CONDITIONS MUST BE FILLED AND SUBMITTED ALONG WITH TECHNO COMMERCIAL BID.

(ii),,ANNEXURE- 'V': CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

All the tenders may be addressed to the following address:

The Tender Opening Cell / MM
Room No: 26, Building 24, Ground Floor
Bharat Heavy Electricals Limited
TIRUCHIRAPALLI 620014

In case personal delivery of the offer, it shall be dropped into the respective box kept in Room No: 26, after duly entering the data in the system.

Offers will be accepted only up to 14.00 Hrs on the due date. Therefore, vendors shall ensure to submit the offers well before this time. All due date extension requirements should be addressed to the respective Purchase mail IDs. All the due date extension requests from vendors will be considered only up to 48 hours before the due date and time.

Vendors are requested to avoid submission of offers through e mail / fax. In case of any unavoidable situation, offers shall be sent through e mail to the following mail ID only tender_cell@bheltry.co.in.

As tenders are being opened by Common Tender Opening Cell, offer covers should be sealed with tenderer's distinctive seal and super scribed with correct Tender No. item of supply and due date of opening.

The offers will be opened at 14.30 hrs on the due date of the tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

The supplier shall submit EI/EII forms to BHEL time to time as indicated by the BHEL and in case of inordinate delay in issuing EI/EII forms, then BHEL reserves the right to deduct 5% of the value of the supplied items against which EI/EII forms pending to be issued

Enclosures:

"LD clause has to be confirmed without fail."

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED

T. VENKATESWARAN
Deputy Manager
CP & SP
BHEL, Tiruchirappalli - 620 014.

MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI
CAPITAL PURCHASE

Annexure-A

PART - I

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE VENDORS.

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed herein, BHEL reserves the right to reject such offers)

CHECK-LIST FOR INDIGENOUS VENDORS

DESCRIPTION
The Bidders shall submit their offer in TWO INNER ENVELOPES as indicated below which shall be sealed in one outer envelope. ❖ Envelope I: This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked <u>"Part I - Technical and commercial bid"</u>, indicating Enquiry No., Due Date and Address & Reference of the Bidder. ❖ Envelope II: This sealed envelope should contain price details. This envelope should be clearly marked <u>"Part II - Price bid"</u>, indicating Enquiry No., Due Date and Address & Reference of the Bidder. This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I. All the two envelopes (Part I&II) shall be put in one cover, duly sealed, super scribing as "Part I and Part II of Enquiry No., due date of opening" and the address and reference of the Bidder. The offer received without the above guidelines, will not be considered for opening. The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered. Tender should not be addressed to any Individual's name but only by designation to: 1) Please submit your offer on <u>F.O.R - BHEL, TRICHY</u> (Tamilnadu) basis and in two part (part-i: techno-commercial bid and part-ii: price bid) in a separate covers and both covers to be placed in an envelope which is super scribed with enquiry no, enquiry date and due date of tender opening. 2) If the offer is submitted in single part and the same will be liable for rejection. 3) All the Tenders may be addressed to the following address to The Tender Opening Cell/MM Room No-26, Building – 24, Ground Floor Bharat Heavy Electrical Limited Tiruchirappalli- 620014., TAMILNADU, INDIA 4) In case personal delivery of the offer, it shall be dropped into the respective box after duly entering the data in the system kept in room no. 26. 5) Offers will be accepted received till 14.00 hrs on the due date. Therefore Vendors shall ensure to submit the offers before this time. 6) Vendors are requested to avoid submission of offers thro email / fax. In case of any unavoidable situation, offers shall be sent thro email to the following mail ID only <u>"tender_cell@bheltry.co.in"</u> Tenders should be free from CORRECTIONS AND ERASURES. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail. Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered.
<u>OPENING OF TENDERS</u> The Part I- Technical & commercial bid would be opened on the Tender opening date. Part-II, Price bid of technically suitable Bidders alone would be opened after complete evaluation of Part-I. Hence the Bidders are required to submit their best competitive price in the price bid in a sealed cover (Part-II). Date and time of Price Bid (Part-II) opening date shall be intimated to the technically and commercially acceptable bidders only. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - Price Bid

TAXES AND DUTIES :

All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Service Tax Reg No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.

Cenvat credit & VAT credit (for Indian Bidders only): 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 his input materials, the effect of Proforma credit should be passed on to the purchaser

Income Tax applicable

Any service charges payable towards supervision of E&C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. Applicable service tax on E&C charges will be payable extra. The liability of depositing the same to the Govt. will be of the supplier

SL. NO.	<u>BHEL COMMERCIAL TERMS AND CONDITIONS FOR INDIGENOUS SUPPLIES</u>	Vendor's Confirmation / Comments
1	<u>Bid should be submitted in Two Parts.</u> 1. Techno-commercial Bid (Part-I) and 2. Price Bid (Part-II) in a separate sealed cover and both the covers must be placed in a Third Cover and Sealed. Our Enquiry No., Enq. Date & Enq. Due date must be written on all Three covers	
2	<u>ARBITRATION:</u> All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and it's subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirappalli as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of Contract.	
3	If offer is received from both OEM/Manufacturer and authorized dealers or Agent, then OEM/Manufacturer offer will only be considered and dealers or Agent offer will be ignored.	
4	Technical confirmation to BHEL's Specification shall be furnished. If needed additional sheets shall be used.	
5	Prices shall be quoted item wise only. ORDER WILL BE PLACED TO L1 VENDOR(S) OF EACH INDIVIDUAL ITEM BASIS	
6	Delivery INCO TERMS- Price quoted - F.O.R - BHEL, TRICHY, STORES or ex- WORKS Basis or, FOR WORKS (DESPATCHING STATION) In case of EX-works / FOR WORKS basis, indicate the Despatching station. Prices shall be quoted on "FIRM PRICE" basis only.	
7	Validity of offer shall be for a minimum period of 120 days from the date of Tender opening	
8	Delivery period from the date of Letter of Intent / Purchase order (write in DAYS/WEEKS)	
9	<u>Liquidated damages</u> The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. Where the seller supplies or dispatches the goods, beyond the delivery period Liquidated damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.	

	** In case of single delivery date , Order should be completed 100% for processing the bill, otherwise LD will be calculated based on Total PO Value restricted to Max % as mentioned in the PO Condition column Material Despatched after Due date: Once the delivery due date is crossed, bills have to be clubbed till final despatch and forwarded for processing of payment as a single bunch. LD percentage will be calculated from Delivery due date to final despatch date. The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value. Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C). 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). For the purpose of Imposing LD, the Lorry way Bill date shall be considered	
10	<u>Payment term for supply portion:</u> Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials. Note: Only Direct Payment after goods receipt & acceptance will be accepted .Above payment term acceptance is essential for consideration of your offer 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. Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of Goods to Stores with Consignee copy attached. In this case Loading will be 3% on the offered value. Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection. <u>Important Note:</u> BHEL will consider the ranking after the loading is applied as referred vide Sl. No. 9 &10 above wherever deviations are observed.	
11	<u>Following Risk Purchase clause shall be applicable:</u> 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 or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
12	<u>Erection / commissioning: (if applicable only)</u> Erection / commissioning charges if any has been mentioned in the offer or else confirmation that Erection / commissioning shall be done at free of cost is available in the offer.	
13	The equipment shall be guaranteed as per tender condition from the date of receipt & acceptance /(commissioning date ,if applicable as per tender condition). Normally No deviation permitted and the <u>deviated offers are liable for rejection.</u>	

14	Equipment will be inspected at vendor's works prior to dispatch if applicable. However final inspection and acceptance of equipment will be after installation at BHEL, Trichy and Tamilnadu.											
15	The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.											
16	Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, Trichy, Tamilnadu basis.											
17	<u>MSME</u> The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government, 20% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In case MSE vendor participating in the tender quotes within the price band of 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. "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 -V 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 are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate." <u>KINDLY FILL THE FOLLOWING BOX:</u> <table border="1"> <tr> <td>MSME Type (Please Tick the type of MSME) or Non-MSME</td> <td>Micro / Small / Medium / Non-MSME</td> </tr> <tr> <td>MSME Certificate no/Date (Details must be given) for MSME vendor. Certificate needs to be attached</td> <td></td> </tr> <tr> <td>Whether SC/ST (please tick the relevant category) (Community Certificate issued by competent authority shall be attached)</td> <td></td> </tr> <tr> <td>If the Firm is SC/ST category, whether Proprietary or Partnership</td> <td>Proprietary / Partnership</td> </tr> <tr> <td>If partnership firm, % share held (Value must be entered)</td> <td></td> </tr> </table>	MSME Type (Please Tick the type of MSME) or Non-MSME	Micro / Small / Medium / Non-MSME	MSME Certificate no/Date (Details must be given) for MSME vendor. Certificate needs to be attached		Whether SC/ST (please tick the relevant category) (Community Certificate issued by competent authority shall be attached)		If the Firm is SC/ST category, whether Proprietary or Partnership	Proprietary / Partnership	If partnership firm, % share held (Value must be entered)		
MSME Type (Please Tick the type of MSME) or Non-MSME	Micro / Small / Medium / Non-MSME											
MSME Certificate no/Date (Details must be given) for MSME vendor. Certificate needs to be attached												
Whether SC/ST (please tick the relevant category) (Community Certificate issued by competent authority shall be attached)												
If the Firm is SC/ST category, whether Proprietary or Partnership	Proprietary / Partnership											
If partnership firm, % share held (Value must be entered)												

18	Cost Evaluation ➤ Evaluation will be done on the basis of “Total landed cost to BHEL” ➤ BHEL will consider the ranking after the loading is applied as referred above, wherever deviations are observed. Ranking (L-1, L-2 etc.) will be done only for the Techno-Commercially acceptable offers. ➤ Normally BHEL reserves the right to place order for individual items with different vendors . At special circumstance ranking shall be done on compatible basis which will be indicated through Enquiry special instruction General Notes. ➤ In the event of more than one vendor becoming L-1 for any of the item / items, the enquiry quantity for those item / items may be shared equally among all the L1 vendors. ➤ 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. ➤ 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. ➤ BHEL reserves the right to negotiate or refloat the tender opened, if L1 price is not the lowest acceptable price to BHEL due to inter-alia other reasons.	
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<u>OTHER DETAILS REQUIRED</u>		
19	% of Excise Duty with cess (EXTRA / INCLUSIVE / NIL)	
20	% of TAX (VAT) (TNGST with FORM-17)	
21	% of TAX (VAT) without form	
22	% of TAX (CST) (CST with C-FORM)	
23	% of TAX (CST) without form	
24	Packing & Forwarding Charges (in % only)	
25	Freight & transit insurance charges , if any((in % only) Freight charges from Dispatching station to BHEL, TRICHY (TN) (Note: If the delivery terms is Ex Works the materials has to be sent through BHEL approved carrier only, in this case the freight will be borne by BHEL) ➤ PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.	
26	Approximate Net weight of the total consignment	
27	Approximate Gross weight of the total consignment	
28	Approximate Dimensions of the Consignment	
29	Name of the contact person	
30	Land Line Number	
31	Fax Number	
32	Mobile Number	
33	E-mail ID	
34	PAN No.	
35	CST No.	TIN No.

a) It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.

b) Applicable % of ED, Sales Tax -CST or VAT, Service Tax), Freight, Insurance and Installation and Commissioning Charges etc., are indicated in offer.

Full postal Address:

Signature & Office Seal of the vendor

Note:-

Your specific acceptances to our Payment terms, LD & Risk Purchase (RP) Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.

No row shall be left blank. Please indicate NA, in case the item is “**not applicable**”

PART - II**MODEL PRICE BID FORMAT FOR INDIAN BIDDERS**

Enquiry No. & Date:

Bidder's Offer No. & Date:

Sl No	Description of item	Unit (SET /No)	QTY	Rate / Unit or No. in Rs. (excluding of all taxes)	VAT/CST in % (TNGST with FORM-17 or CST with C-FORM)	ED in %	Service Tax in %	Total Value in Rs. (inclusive of all taxes)
	Packing & Forwarding charges (if any) in percentage (or) Lumpsum							
	FOR Dispatching station value in Rs.							
	Percentage of Freight & transit insurance charges, if any (Lumpsum or %) Freight & Insurance charges from Dispatching station BHEL, TRICHY (TN) (Note: If the delivery terms is Ex Works the materials has to be sent through BHEL approved carrier only, in this case the freight & Insurance will be borne by BHEL.)							
	Approximate Net weight of the total consignment							
	Approximate Gross weight of the total consignment							
	Approximate Dimensions of the Consignment							

Signature & Seal of Vendor

The price bid (part II) should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable"

Annexure-V

Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company as per the
latest audited financial year as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No,S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs... ..Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of
Rs.Lacs forMicro / 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 which is not applicable) and the date of graduation of such enterprise from its original category is
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number –

Seal of chartered accountant