



BHARAT HEAVY ELECTRICALS LTD.
 (A GOVT. OF INDIA UNDERTAKING)
 P.O BHEL Jhansi - 284129, INDIA
 Tel.: 0510-277001/2412260 Fax: 2412120
 Email : mmx@bheljhs.co.in

PURCHASE ENQUIRY

ENQ NO/DT: E7170642 27/04/17
 REV NO/DT: 0 27/04/17

PAGE 1
6

M/s PRESS TENDER ENQUIRY, P80550
 DUMMY CODE GIVEN FOR PRESS TENDER
 ENQUIRIES ONLY.
 JHANSI
 NA FOR FOREIGN SUPPLIER INDIA
 TIN NO :

PLEASE SEND YOUR BEST QUOTATION AS PER TERMS & CONDITIONS
 PREPRINTED OVERLEAF AND/OR ATTACHED AND REMARK PRINTED
 UNDERNEATH.

Enqr Due on: 23-05-17 TUESDAY

Close at: 13:15 Open at: 14:00

Matcat: 714001 CAPITAL ITEMS

Validity: 180 days from Technical bid opening date

IEM:

TOP: See Special Remarks

RA: BHEL reserves the right to conduct RA

Eval. Item wise

Bid Type: TWO BID

Delivery: FOR Jhansi

Tot Item: 1

E-Proc: No

ITEM NO : 1
 MATL CODE : JS8632700000
 DESTINATION: JS

PSL QTY/UM: 1.00 NO
 PO QTY /UM:

DESCRIPTION	DELIVERY	QUANTITY(PSL UM)
DESIGN,MANUFACTURING,SUPPLY, ERECTION & COMMISSIONING OF FORK LIFTER, CAP-05 TON AS PER SPECIFICATION NO.10575/R-4 (ENCLOSED)	AUG-17	1.00

SPECIAL REMARKS:

- 1-INSPECTION SHALL BE DONE AT SUPPLIER WORKS BY BHEL.
- 2-CONTACT NOS. & e-mail SHOULD BE PROVIDE FOR AUTHORISED PERSON WITHOUT E-MAIL/CONTACT NOS YOUR OFFER MAY NOT EVALUATE.
- 4-DETAIL TECHNICAL CATALOGUE FOR THE EQUIPMENT IS TO BE FURNISHED.
- 5-ANNEXURE I-V TO BE SUBMITTED OFFER DULY FILLED IN AND SIGNED.
- 6-VENDER TO BE SUBMIT DULY FILLED TECHNICAL SPECIFICATION AS PER SPECIFICATION NO. 10575/R-4 ENCLOSED.
- 7-COST OF TENDER SHALL BE NIL
- 4-EMD SHALL BE RS. 40000.00.
- 5-CEBG SHALL BE 10% OF BASIC ORDER VALUE AS PER CLAUSE 18 OF OUR CAPITAL TERMS & CONDITIONS.
- 10-PBG OF 10% OF BASIC VALUE IS REQUIRED AS PER CLAUSE 19 OF OUR CAPITAL TERMS & CONDITIONS.
- 11-INSTALLATION & COMMISSIONING COST SHOULD BE QUOTED MINIMUM 10% OF BASIC VALUE AS PER CLAUSE 8.4 OF OUR CAPITAL TERMS & CONDITIONS.
- 12- E&C TIME SHALL BE WITHIN 03 WEEKS FROM OUR CALL OF COMMISSIONING.
- 13-ALL DOCUMENTS UPLOADED WITH ENQUIRY TO BE RETURNED WITH STAMP & SIGNED OF PARTY ALONG WITH OFFER AS A TOKEN OF ACCEPTANCE.
- 14-BHEL RESERVES THE RIGHT TO GO REVERSE AUCTION(RA) INSTEAD OF OPENING THE SEALED ENVELOPE PRICE BID, SUBMITTED BY THE BIDEER. THIS WILL DECIDED AFTER TECHNO-COMMERCIAL EVALUATION. BIDDERS TO GIVE THEIR ACCEPTANCE WITH THE OFFER FOR PARTICIPATION IN RA. NON-ACCEPTANCE TO PARTICIPATE IN RA MAY RESULT IN NON-CONSIDRATION OF THEIR BIDS, IN CASE BHEL DECIDES TO GO FOR RA. THOSE BIDDERS WHO HAVE THEIR ACCEPTANCE TO PARTICIPATE IN REVERSE AUCTION WILL HAVE TO NECESSARILY SUBMIT 'PROCESS COMPLIANCE FROM' (TO THE DESIGNATED SERVICE PROVIDER) AS WELL AS 'ON LINE SEALED BID' IN THE REVERSE AUCTION. NON-SUBMISSION OF 'PROCESS COMPLIANCE FROM' OR 'ONLINE SEALED BID' BY THE AGREED BIDDER (S) WILL BE CONSIDERED AS TAMPERING OF THE TENDER PROCESS AND WILL INVITE ACTION BY BHEL AS PER EXTANT GUIDELINE FOR SUSPENSION OF BUSINESS DEALING WITH SUPPLIER/ CONTRACTORS.
- 15-PLEASE SEND YOUR OFFER IN TWO SEPARATE ENVELOPE (TWO BID SYSTEM) AS PER DETAILS GIVEN BELOW:-
 - IN ENVELOPE "A"
 ----- PLEASE SEND YOUR TECHNICAL + COMMERCIAL OFFER



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REV NO/DT: 0 27/04/17

PAGE 2
6

EXCEPT PRICE. PLEASE INDICATE CLEARLY ON THE COVER OF ENVELOPE
"TECHNICAL + COMMERCIAL OFFER" AND ENQUIRY NO. WITH DUE DATE.
PLEASE ALSO SUBMIT BLANK PRICE BID I.E. WITHOUT RATES ALONG WITH
THE TECHNICAL + COMMERCIAL OFFER.

IN ENVELOPE "B"

PLEASE INDICATE PRICE ONLY AND INDICATE CLEARLY
ON THE COVER OF ENVELOPE "PRICE BID" AND ENQUIRY NO.

ENVELOPE A + B SHOULD BE SENT IN SEALED ENVELOPE ON WHICH
ENQUIRY NO. AND DUE DATE IS MENTIONED ON COVER.

16-ALL THE TERMS AND CONDITION UNLESS OTHERWISE SPECIFIED ARE AS PER
CAPITAL T&C REV-01 DATED 17-08-12

THE QUOTATION MUST BE SEALED AND BE SENT IN DOUBLE ENVELOPE.
THE INNER ENVELOPE SHOULD BEAR ENQUIRY NUMBER & DUE DATE AT THE TOP.

In case the bidder has not submitted PAN No, TIN No. and E-mail ID, the bidder has to submit the same
along with the copy of PAN No and TIN No. Else his offer will be liable to be rejected.

If you are not in a position to quote due to any reason, you must send regret letter titled enquiry
no. etc, failing which you may not be considered for sending future enquiries.

ENCLOSERS:

FOR AND ON BEHALF OF
BHARAT HEAVY ELECTRICALS LTD


B K MANJHI
SR DY GEN MANAGER (MM)
Email:-bkmanjhi@bheljhs.co.in

***** END OF PURCHASE ENQUIRY *****

NOTE :

- * SUPPLIERS ARE REQUESTED TO INFORM US WITH VALID CERTIFICATE, IF THEY ARE REGISTERED UNDER MSMED ACT'2006. (APPLICABLE FOR INDIAN SUPPLIERS ONLY).
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE THE LOCAL AREA OF BHEL JHANSI, ENTRY TAX WILL BE APPLICABLE. SUPPLIERS SHOULD NECESSARILY INDICATE RATE OF ENTRY TAX SEPARATELY WHEREVER APPLICABLE. THEY SHOULD ALSO MENTION THE ENTRY TAX CHARGED SEPARATELY IN THE INVOICE.
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE UP, IN CASE THE OFFER IS SILENT ON ENTRY TAX, IT SHALL BE LOADED SUITABLY WITH THE APPLICABLE RATES
- * IN CASE IF THERE IS ANY DIFFERENCE BETWEEN THE 'SPECIAL REMARKS/ANNEXURES' OF THE ENQUIRY AND THE PREPRINTED TERMS & CONDITIONS (REF JSC140/M2053), THE REQUIREMENT GIVEN IN REMARKS WILL PREVAIL.



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ENQ NO/DT: E7170642 27/04/17
REV NO/DT: 0 27/04/17

PAGE 3
6

TERMS & CONDITIONS FOR PURCHASE ENQUIRY

1. Offer must be submitted in a sealed cover. The cover should bear our enquiry number, due date of opening and name of her bidder.
2. When offer is invited in two bids, outer cover, inner cover-I (Techno Commercial bid) and inner cover -II (Price-Bid) must bear our tender no., due date and bidders name.
3. The offer should reach this office on or before 13:15 hrs. on the due date. The tender can also be dropped in the Tender Box kept at Administrative Building Gate. The tenders will be opened after 14:00 hrs. on the due date in presence of all bidders who will be present.
4. Offer should be free from overwriting or erasures. Corrections or additions, If any should be attested.
5. No enhancement of rate for whatever cause is allowed once the offer is accepted and the order is placed. Withdrawal from the quotation after it is accepted or failure to make the supply within the schedule period will entail cancellation of order, forfeiture of earnest money if any and/or imposition of risk & cost purchase.
6. Material offered should be of required quality and conforming strictly to our specification/drawings or to the specifications in the drawings. Any deviation must be clearly stated in the offer with particular clause/detail in our specification/drawing for which deviation is quoted. All required documents/details e.g. QA Plan, type TCs, drawings and date sheet etc. must be submitted along with the offer.
7. Irrespective of whether it is mentioned in our specification, all machines/equipments are required to be calibrated in metric units and certificates "must be issued where applicable".
8. Work test certificates/Inspection certificates/guarantee certificate/compliance certificate, etc. will be required to be submitted along with supplies in case an order, is placed.
9. In case an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply where applicable.
10. Sample must be submitted where specified so as to reach us on or before the due date of tender.
11. Required lead time for affecting supplies along with available capacity should be indicated in the offer.
12. Failure to supply by the time specified on the order will make the supplier liable to pay unconditional penalty of 1% of the prices of goods in arrear per week subject to a maximum of 10% of the order value unless agreed otherwise.
13. The quantities for each item to be purchased may vary from the tendered quantity according to our actual requirement at the time of placing orders.
14. PAYMENT TERMS:
 - i) Our standard terms of payment is 100% payment after 60 days of acceptance of material at our works. In no case, interest for over due period will be borne by BHEL. Advance or LC payment terms shall generally not be considered and offers received with other than our standard terms of payment can be bypassed (except SIDBI discounting facility will be accepted for suppliers to whom this facility has been granted).
 - ii) The bidders who are covered under MSMED Act- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. MSE suppliers can avail intended benefit only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II) or a valid NSIC certificate or EM II certificate along with



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ENQ NO/DT: E7170642 27/04/17
REV NO/DT: 0 27/04/17

PAGE 4
6

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 validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if deficiency in the above required documents are not submitted before price bid opening. If tender has 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.

15. Bharat Heavy Electricals Ltd. Does not bind itself to accept the lowest of any tender, but reserves to itself the right to accept or reject all or a part of any tender at its discretion following BHEL Purchase Policy & government guidelines.

16. In all cases of disputes, the matter shall be referred for arbitration. The arbitrator shall be nominated by the Unit Head, Bharat Heavy Electricals Ltd., Jhansi or any other officer nominated by him. The award of arbitrator shall be final and binding on both the parties.

17. In case of any suit or other legal proceedings under or relating to this tender, the courts at Jhansi shall have full, jurisdiction.

18. Total delivered cost at BHEL Jhansi Railway siding/Works shall be the criterion for deciding the tender.

19. Unless otherwise specified, offer should be on ex-works basis with freight & insurance to be borne by BHEL.

20. Your quotation against this enquiry must be valid for ordering upto minimum of 90 days from the date of tender opening.

21. The offer of the bidders who are on the banned list as 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 website www.bhel.com. Likewise, the offers of those bidder(s) will not be considered if the business dealings have been suspended (under hold / delisting) by BHEL, Jhansi with the bidder(s) during the given period.

22. ADDITIONAL FOR INDIAN SUPPLIERS:

i) If any material is booked to selves or if it is not consigned to BHEL Jhansi, any warfage or demurrage occurring from these shall be to the account of supplier. In case of road transport, material shall be booked only through our rate contract transporters mentioned in the purchase order.

ii) Where there is provision for payment of Sales Tax extra, it will be paid only if the registration number both under State Sales Tax and Central Sales Tax are specifically mentioned on the bill/invoice. Your Sales Tax Registration number should be mentioned in the offer positively.

iii) Excise duty Gate Pass will be required in original. Applicable taxes & duties must be included in the offer.

23. ADDITIONAL FOR FOREIGN SUPPLIER:

i) For documentation and correspondence language shall be English only.

ii) Rates quoted should be on FOB basis. All dispatches are to be made by sea by IPBC conference vessels only unless otherwise stated in purchase order.

iii) Agency commission, if any, will be paid out of the FOB value after receipt & acceptance of material at BHEL Jhansi in Indian Rupees. TT buying exchange rate prevailing on the tender opening date or the letter of credit date or date of purchase order whichever is lowest will be considered for calculating the agency commission.

iv) The rates quoted should be inclusive of charges of packing and delivery of material upto the port of shipment on FOB terms. The material is required to be packed suitably in all respects considering the peculiarity of the material for normal transport by Sea/air and subsequently by Rail/Road in India suitably protected against the effect of tropical



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ENQ NO/DT: E7170642 27/04/17
REV NO/DT: 0 27/04/17

PAGE 5
6

salt laden atmosphere in the event of consignment being delayed at Indian Ports before outward clearance. You should also furnish details of shipping specification, sizes, volume, weight, number of cases etc. When articles are packed with packing material of plant origin, phytosanitary certificate will be required.

v) Our standard terms of payment is 100% payment through bank against dispatch documents or 100% through sight irrevocable & unconfirmed letter of credit.

24. DEALING WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

i) BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign supplier desires to avail of the services of an Indian Agent, then the foreign supplier should ensure compliance to regulatory guidelines which require mandatory submission of an Agency Agreement.

ii) It shall be incumbent on the Indian Agent and the foreign principal to adhere to the guidelines of the Government of India, issued from time to time.

iii) 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 the services to be rendered by the 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 made explicit in order to ensure compliance to laws of country.

iv) Any agency commission to be paid by BHEL to the Indian Agent shall be in Indian Currency only.

v) Tax deduction at source is applicable to the agency commission paid to the Indian Agent as per the prevailing rules.

vi) In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representative / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

25. Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) - Indigenous Purchase

i) MSE suppliers who are registered by bodies like MSMED, NSIC & DIC specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) can avail the intended benefits only if they submit along with the offer, relevant documents including valid certificate as mentioned in "Format for Supplier MSME Status" on Supplier Information Portal of BHEL, Jhansi. In case the valid MSE registration of the bidder is already updated in SDC records of BHEL, Jhansi, it may not submit the details again.

ii) Tenders to MSE suppliers shall be issued free of cost & no EMD wherever called for will be insisted upon. Such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-I in case of two part bid). Non-submission of such document 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 Officer.

iii) In tender, participating MSEs quoting price within price band of L1 (on total cost to BHEL) +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE within price band of L1 (on total cost to BHEL) +15%, the supply shall be shared proportionately (to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However, if there are more than one MSE vendor at the same



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REV NO/DT: 0 27/04/17

PAGE 6
6

price level, then the quantity shall be distributed equally. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc. While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders. The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 20% share is assured to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per 'manner of splitting' clause in NIT already cater to 20% share in the tendered load.

iv) If an enterprise falling under any of the three categories as defined in the MSME Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category. It shall be obligatory on part of the bidders to inform BHEL of their upgraded status by providing the date of upgradation.

v) In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged documents/ certificates, has misrepresented the facts, has wilfully suppressed the facts, has resorted to unethical/ illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for suspension of business dealings.

26. Please also refer to our tender for any other terms and conditions.