



BHARAT HEAVY ELECTRICALS LIMITED

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

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

Page
1/3

429-002/A

Enquiry No	Enquiry Date	Due Date for Quotation
2661600244 - 75	27.06.2016	19.07.2016
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	HYDRO CHLORIC ACID <H>VENDOR QUALIFYING CRITERIA:</> (1) Only those vendors, who have Supplied chemicals in the past five years from the date of tender opening are eligible to participate in tender for which order copy is to be submitted along with the offer. (2) BHEL may verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect,the offer shall be rejected. <H>TECHNICAL SPECIFICATIONS:</> Commercial Grade Hydrochloric Acid-32%. NOTE: 1)MSDS AND TEST CERTIFICATES SHALL BE SENT ALONG WITH SUPPLY OF MATREIAL. 2)PREFERABLE DELIVERY PERIOD TO BE 3 MONTHS FROM THE DATE OF PURCHASE ORDER.	KG	1400.000	1,400.00	30.12.16

General Note:

1.POINT-BY-POINT CONFIRMATION TO BHEL'S SPECIFICATIONS, COMMERCIAL TERMS & CONDITIONS ARE TO BE PROVIDED BY THE VENDORS IN "ANNEXURE A &B.

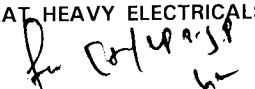
2. FILL UP ANNEXURE A. PLEASE ENSURE THAT ALL TERMS & CONDITIONS SHOULD BE INDICATED IN THE UN-PRICED BID TO BE ATTACHED WITH THE TECHNO-COMMERCIAL BID POSITIVELY.

3. VALIDITY OF THE OFFER SHOULD NOT BE LESS THAN 120 DAYS.

4. THE BIDDER SHALL MEET PRE-QUALIFICATION CRITERIA

4. WHEREVER FOR SPLITTING OF ORDER AS PER ANNEXURE II CLAUSE 27,IF SPLITTED QUANTITY COMES OUT <1 ,THE SPLITTING OF ORDER WILL NOT BE FEASIBLE. (For MSE vendors)

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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Page
2/3

2661600244 / 27.06.2016

23505

LIST OF ATTACHMENTS:

- 1.PRE QUALIFICATION CRITERIA.
2. ANNEXURE-II TERMS AND CONDITIONS OF THE ENQUIRY. (TWO PART-BID)
3. ANNEXURE-V- CA certificate format(as per MSMED act 2006) to be furnished , if applicable -Refer ANNEXURE II CLAUSE 27 (For MSE vendors)
- 4.ANNEXURE-A CHECK LIST FOR TECHNICAL & COMMERCIAL TERMS CONFIRMATION-TO BE FILLED BY THE SUPPLIER.
5. ANNEXURE-B MODEL PRICE BID FORMAT.
6. ANNEXURE-VI CHECK LIST TO BE SUBMITTED ALONG WITH OFFER
- 7.SCHEDULE F

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

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Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**


MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,



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Page
3/3

2661600244 / 27.06.2016

23505


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**


MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,

(FOR item SL NO 10) of tender no 2661600244
PRE- QUALIFICATION CRITERIA FOR COMMERCIAL GRADE
HYDROCHLORIC ACID REQUIRED FOR COMPRESSOR HOUSE AT BHEL,
TRICHY

The BIDDER / VENDOR has to compulsorily meet all the following requirements and supporting documents should be furnished without which the offer will not be considered for technical evaluation.

S.NO.	BHEL requirements	Vendor to confirm
1	Only those vendors, who have Supplied chemicals in the past five years from the date of tender opening are eligible to participate in tender for which order copy is to be submitted along with the offer.	
2	BHEL may verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.	

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 Freight & Insurance, ED WITH CESS, Taxes ,delivery terms, delivery schedule, validity of offer, payment terms (except price details), acceptance for LD clause, RP clause etc. as per ANNEXURE-A shall be put in a cover (1) and super scribed as "Techno-Commercial Bid" for Enquiry No:Dt:Due Dt.:
 3. Price Bid: Containing the price details shall be put in a separate cover (2) and superscripted as "Price Bid" for Enquiry No:Dt.:Due Dt.: as per ANNEXURE –B (submitted in your company letter head)
 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:Dt.:Due Dt.:
- Your Quotations should be sent to:

The Tender Opening Cell/MM

Room No-26 , Building – 24 , Ground Floor

Bharat Heavy Electrical Limited

Tiruchirapalli- 620014 .

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 .

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 “ **tender_cell@bheltry.co.in** “

In case offer is not sent to the **tender_cell@bheltry.co.in** & offer only sent to the any other BHEL trichy official email id will not be considered.

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

5. Tender should not be addressed to any individual's name but only by designation.
6. 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.
 - a) If, in the price structure quoted for the required goods services works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (c) and (d) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
7. 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. Fill Up Annexure A. Please Ensure That All Terms & Conditions Should Be Indicated in The Un-Priced Bid To Be Attached With The Techno-Commercial Bid Positively (ANNEXURE-A)

8. Offer/s received after due date and time: **02:00 pm** will not be considered under any circumstances.

9. **Validity** of quoted rates should be maintained minimum for **120 days** from the date of Tender opening for ordering (Technical Bid). The quoted/Finalized rates shall be Firm till completion of the supplies.

10. The rates are to be quoted on **F.O.R. BHEL TRICHY STORES basis and separately Packing & marking charges, Freight & Transit Insurance charges which are payable to supplier (if applicable) please indicate extra in %...** All the items should be supplied at our stores, BHEL / TRICHY-14 at your own cost. Offers with any other delivery conditions is not acceptable.

IMPORTANT NOTE:

FOR Indian Bidders

(I) Delivery condition like Ex-works / Ex-godown / Transportation of materials through transport carriers from your works up to the transport carrier's office at Tiruchy and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us)

- **For Foreign Bidders :** (For Mode of shipment by Sea.)

Bidders should submit their offer for CFR / Chennai Port basis with freight break up details and Place of delivery -- INTVT6 -- CONCOR ICD.

PORT OF LOADING SHOULD BE INDICATED WITHOUT FAIL.

PORT OF DISCHARGE should be CHENNAI and PLACE OF DELIVERY - INTVT6 - CONCOR ICD

CONTAINERIZED CARGO

For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost.

In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable".

Place of delivery -- INTVT6 - CONCOR ICD should be clearly specified in the Bill of Lading.

BREAKBULK CARGO

For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis.

Place of delivery -- INTVT6 - CONCOR ICD should be clearly specified in the Bill of Lading.

AIR CARGO

FOB/(name of Loading) airport basis only.

Bidders should submit their offer for FOB/(name of Loading) airport basis only. Details of Gateway Airport with applicable Foreign Currency is attached in schedule-F.

11. Payment Terms (Indigenous)

Payment term is "100% direct EFT payment after 45 days from the date of receipt and acceptance of materials at BHEL Stores".

The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173c (or) 57gg. A Photostat copy of the above invoice for each Delivery Chelan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department.

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 other than credit payment will not be acceptable & will be rejected.

Offers of indigenous Suppliers with payment terms as LC / Advance Payment, Payment through bank etc. will be rejected.

Payment term for supply portion(For import supplies)

BHEL Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.

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. TechnoCommercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.

If the LC payment is insisted, TWO sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer is liable for rejection.

In the case of Usance LCs the loading will be considered @ 1.5% on the offered Value.

For LC at sight the loading will be considered @ 3.5% on the offered Value.

Offers with payment terms as Advance payment, CAD at sight and Confirmed LCs etc will be rejected.

Payment terms for Indian agent:

Indian Agency Commission, if any, shall be clearly specified in the offer and the same will be paid in Indian Rupees against acceptance of the materials

12. Liquidated Damages / Penalty:-

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' (E&C wherever if applicable) will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C' (E&C wherever if applicable). 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.

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 FOB delivery (B/L date) /LWB dt shall be considered

13. If Guarantee / Warranty period is applicable as per tender specification, No deviation permitted and deviated offers are liable for rejection.

14. IMPORTANT NOTE: BHEL WILL CONSIDER THE RANKING AFTER THE LOADING IS APPLIED AS REFERRED ABOVE WHEREVER DEVIATIONS ARE OBSERVED.

15. No revision of prices will be entertained at any circumstances after tenders are opened.

16. 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

17. 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 at a later date with prior intimation to respective suitable bidders.

18. Cost Evaluation

Evaluation will be done on the basis of "Total landed cost to BHEL Trichy".

For evaluation, the exchange rate (TT selling rate of SBI) on the date of Part-I bid opening shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous working day shall be considered.

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.

19. 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.

20. 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.

21. 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.

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

23. **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 previous 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.

24. **PREFERENTIAL DELIVERY:**(Applicable in the case of BHEL's Enquiry specifies Preferential Delivery in the Special Instructions) 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, such difference amount in addition to penalty at the rate mentioned in our LD clause.

25. **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 Performa credit should be passed on to the purchaser. Tenderer under "CENVAT" shall be preferred.

26. 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 by purchaser in written will not be applicable to the contract.

27. 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 I in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above before price bid opening.

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. "**

Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories:

- (a) Enterprises owned by Scheduled Castes.
- (b) Enterprises owned by Scheduled Tribes.
- (c) Enterprises owned by other than above two categories

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)

28. For verification of data submitted towards evaluation of bidder's capability, BHEL may decide to visit the bidder(s) works. Any fact found deviating from submitted data shall make the bidder liable to be disqualified.

29. In the event of more than one vendor becoming L1 for any of the item / items, the enquiry quantity for those item / items will be shared equally among all the L1 vendors.

30. The correspondence between the bidder and BHEL through email is considered as valid document Legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties. If any difference is found in the terms in the Techno-commercial bid and price bid, the terms mentioned in the Techno-Commercial Bid & clarification sought through mail acceptable by BHEL will be considered.

31. Equipment will be inspected and proved at vendor's works prior to dispatch, if applicable as per tender condition. However final inspection and acceptance of equipment will be after installation at BHEL, Trichy.
32. Erection / commissioning charges , if applicable as per tender condition will be clearly mentioned in the offer or else confirmation that Erection / commissioning shall be done at free of cost is available in the offer.
33. Price shall be quoted item wise.
34. Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, TIRUCHIRAPALLI basis
35. 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.
36. Part Shipment or Transshipment is not permissible (For import supplies)
37. In case of any short shipment in the main equipment / spares, where separate rates are not available in the contract, the customs duty levied on such supplies, shall be borne by the supplier / Indian agent.(For import supplies)
38. Indicate Nearest airport & sea port, Country of Origin .(For import supplies)
39. Vendors Meeting Our Pre-Qualification Criteria & Technical Specification Will Be Essential For Consideration Of Offer.
40. For The Vendor Willing To Participate In Tender Opening, The Representative Should Have Valid Company ID Proof & Authorization Letter From The Concerned Firm Who Has Submitted The Offer.
41. After Technical Scrutinisation Of The Offers, Price Bid Of Only Technically Qualified Vendors Will Be Opened With Prior Intimation.
42. If The Due Date Of Tender Opening Happens to be a Holiday, Those Tenders Will Be Opened On Next Working Days
43. For any clarification you can contact to mradha@bheltry.co.in , surajkumar@bheltry.co.in, tvenkat@bheltry.co.in
44. This Tender Is Hosted Both In Bhel Website And In NIC, PSU Portal And Any Corrigendum May Pl Be Viewed in BHEL's website <http://www.bhel.com> (Tender Notification page)
Govt. Tender website <http://tenders.gov.in> (Public sector units > Bharat Heavy Electricals Limited Page)

45. INDIAN AGENTS OF FOREIGN SUPPLIERS :

BHEL shall deal directly with foreign vendors, wherever required, for procurement of 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

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.

If the offer is submitted by Agents, duly signed agency agreement shall be submitted along with the offer in Techno-Commercial bid. 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.

Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.

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

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 deal directly with the foreign principal only for all correspondence and business purposes.

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) on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services will be checked by BHEL, before opening of price bids. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

The responsibility for successful execution of the contract lies with the OEM/ foreign principal.

Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item in the same tender. If offer is received by both Indian agent and Principal/OEM, then the offer from Principal/OEM only will be considered.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM for the same item. If an agent submits bid on behalf of more than one Principal/OEM for a single item, his offer will be completely rejected for the concerned item.

If at any stage it is found that the OEM has appointed an agent who

- a. Is banned by BHEL OR
- b. is an employee of a banned agent or
- c. is found to be representing more than one OEM in the same tender the OEM(s) shall be disqualified

46. ARBITRATION : All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL Trichy and Vendor 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 its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirapalli 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, Vendor shall continue to do the work as per terms & conditions of Contract.

Any dispute arising out of or in connection with this Agreement shall be finally settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 as may be amended from time to time. Executive Director / BHEL, Trichy – 620 012 or his authorized representative shall be the Sole Arbitrator and his decision shall be final and binding on both the parties. The place of arbitration shall be Tiruchirapalli, and the language shall be English. The courts at Tiruchirapalli shall have exclusive jurisdiction on any dispute arising out of or in connection with this Agreement, if intervention of court is warranted, subject to the arbitration provided above.

47 The quality of the supplies should strictly conform to Technical specifications applicable for the item. The offer should specifically confirm this.

48 If any quality problem is pointed out by any BHEL unit w.r.t. supplied material, the same shall be settled and corrected immediately with the concerned BHEL unit, by the supplier. If the material cannot be accepted by BHEL, supplier has to replace the material with no extra cost. Collection of rejected material will be sole responsibility of the supplier. If there is any failure by the supplier to settle such quality problems, the matter will be considered very seriously and appropriate penal action may be initiated against the respective supplier.

49. BHEL shall be at liberty to accept any tender, part or in full, at their discretion without giving any reason

50. Unloading at BHEL Unit / Site has to be done by the suppliers and BHEL will not be in a position to provide any handling / unloading facilities.

51. The supplier shall arrange for securely protecting and packing the material to avoid loss or damages during transit.

52. Tender evaluation will be carried out on the basis of Technical Specifications and Commercial Terms and Conditions specified in the tender documents and changes thereof (if any) will be communicated to all bidders before Price Bid Opening / Reverse Auction.

53. There is no minimum quantity for placement of purchase order.

54. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

55. BHEL shall be at liberty to cancel the requirement as per tender partially or fully at any stage, without giving any reasons partially or fully.

56. a. In case of receipt of order vendor will need to send consignment/material as indicated in PO
Consignment should be forwarded to the PO consignee address only along with extra/xerox copy of invoice & Duplicate for Transporter of the Excise Invoice.
If not accompanied BHEL will not be able to account goods properly and BHEL will not be able to issue C form / admit ED amount in the bill i.e. CST and ED if applicable will be deducted from vendors bill.

Please be noted in case of non-receipt of duplicate for transporter copy (Wherever applicable) along with consignment invoice will be processed and applicable CST, VAT and ED amount (Wherever applicable) will be directly deducted from vendor's bill.

(Kindly do not forward any consignment to purchase dept. or do not address the consignment to the name of any official)

b. Original for Buyer (Wherever applicable) should separately be forwarded to Purchase department along with the Commercial Invoice in duplicate with original signature and blue colour ink seal for making payment.
Invoices should reach to Purchase department as per PO address within 15 days from invoice date. After late receipt of documents invoice will be processed and applicable CST, VAT and ED amount (Wherever applicable) will be directly deducted from vendor's bill.

57. Vendor's confirmation for any terms & conditions should be uniform throughout the offer. In case any discrepancies are found in the quoted term & condition of Annexure A & Vendor's own format of quotation BHEL reserves the right to consider terms mentioned in annexure A.

58. TAXES AND DUTIES :

All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which BHEL will not be liable for payment of such Taxes and Duties. Our TIN No. , CST No. BHEL ECC No. IE Code and Assessment circle for the particular BHEL Unit will be notified at the time of ordering. The original Excise Duty Gate Pass/CVD **modvat copy** will be required to be furnished in case Excise Duty /**CVD** is 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

ANNEXURE –A(a) (CHECK LIST FOR TECHNICAL & COMMERCIAL TERMS CONFIRMATIONS)

(a).TECHNICAL TERMS CONFIRMATION: AGAINST ALL ENQ SL NOS (TO BE SUBMITTED IN COVER NO: 1- Techno-commercial bid)

ENQ SL NO	BHEL SPECIFICATIONS	VENDOR'S SPECIFICATION	unit	Quantity	Consignment against each separately weight item	whether quoted/ not quoted
10						
20						
30						
40						
50						
60						

ANNEXURE –A (b).COMMERCIAL TERMS CONFIRMATION REQUIRED FROM SUPPLIERS NOS (TO BE SUBMITTED IN COVER NO: 1- Techno-commercial bid cover)

SL NO	DESCRIPTION	BHEL REQUIREMENTS	Vendor to fill up
1	VALIDITY	MINIMUM 120 Days from Date of tender opening	
2	DELIVERY & PRICE BASIS	Indigenous supply: FOR BHEL TRICHY STORES	
		FOREIGN BIDDERS (Sea mode) CFR/ chenani port basis	
		FOREIGN BIDDERS (Air cargo) FOB Loading airport basis	
3	Packing& marking charges, if any	SUPPLIER TO QUOTE	
4	EXCISE DUTY WITH CESS Clearly mention the percentage	SUPPLIER TO QUOTE in IN % ONLY To be quoted extra over basic rate of items if applicable	
5	CVD charges if any Clearly mention the percentage	SUPPLIER TO QUOTE IN % ONLY To be quoted extra over basic rate of items if applicable	
6	IF Excise duty/CVD applicable, indicate Chapter Head/Sub-Head reference	SUPPLIER TO QUOTE	
7	VAT % Clearly mention the percentage	SUPPLIER TO QUOTE IN % ONLY To be quoted extra over basic rate of items if applicable	
8	CST % with& without c form Clearly mention the percentage	SUPPLIER TO QUOTE IN % ONLY To be quoted extra over basic rate of items if applicable	
9	FREIGHT & INSURANCE CHARGES FOR DELIVERY AT BHEL / TRICHY STORES	SUPPLIER TO QUOTE IN % ONLY To be quoted extra over basic rate of items if applicable	
10	DEIVERY SCHEDULE FROM THE DATE OF PURCHASE ORDER / LETTER OF INTENT	SUPPLIER TO QUOTE IN NO. OF DAYS/ WEEKS	
11	PAYMENT TERMS	As per Clause 11 of Terms and Conditions of the Enquiry (Annexure-II)	
12	LIQUIDATED DAMAGES CLAUSE	As per Clause 12 of Terms and Conditions of the Enquiry (Annexure-II)	
13	RISK PURCHASE CLAUSE	As per Clause 23 of Terms and Conditions of the Enquiry (Annexure-II)	
14	GUARANTEE / WARRANTY	AS PER TENDER CONDITION	
15	ERECTION / COMMISSIONING	AS PER TENDER CONDITION	
16	Origin of dispatch of consignment	SUPPLIER TO QUOTE	
17	Nearest airport & sea port (For import supplies)	SUPPLIER TO QUOTE	
18	Country of Origin (For import supplies)	SUPPLIER TO QUOTE	
19	Approximate gross weight of the total consignment after packing	SUPPLIER TO QUOTE	
20	Approximate dimensions of the total consignment	SUPPLIER TO QUOTE	
21	FOB/CFR charges if any		
22	FOREIGN BIDDERS Any other charges, if any		
23	CONTACT PERSON DETAILS	NAME:	
	MOBILE NO:	LAND LINE NO:	FAX:
	EMAIL :		

NOTE: 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)Your specific acceptance to our Payment terms,LD & Risk Purchase Clause are essential for consideration of your offer.

c).No row shall be left blank. Please indicate NA, in case the item is "not applicable"

Full postal Address:

Signature & Office Seal of the vendor

ANNEXURE –B (MODEL PRICE BID FORMAT)

Indigenous Supply

PRICE BID FORMAT OF ALL QUOTED ITEMS, IF ANY ITEM YOUR ARE NOT QUOTED SIMPLY YOU SHOULD MENTION AS “NOT QUOTED” AGAINST THAT ENQ SL NO. (TO BE SUBMITTED IN COVER NO: 2- Price bid cover)

ENQ SL NO	BHEL SPECIFICATIONS	VENDOR'S SPECIFICATION	unit	quantity	Rate in Rs.	Value in Rs.
10						
20						
30						
40						
50						
60						

ANNEXURE –B (MODEL PRICE BID FORMAT)

FOREIGN BIDDERS

PRICE BID FORMAT OF ALL QUOTED ITEMS, IF ANY ITEM YOUR ARE NOT QUOTED SIMPLY YOU SHOULD MENTION AS “NOT QUOTED” AGAINST THAT ENQ SL NO. (TO BE SUBMITTED IN COVER NO: 2- Price bid cover)

ENQUIRY NO.& DATE :

Bidder's offer no. & date

SL. No	Description of item	unit	Quantity	Unit Rate in (indicate FC)	Value in (indicate FC)
10					
20					
30					
40					
50					
60					
	Ex-Works value				
	Packing & Forwarding charges,if any				
	FOB charges if any				
	FOB value (indicate the name of the port)				
	Approximate freight charges (freight charges to Chennai port)				
	CFR value (Chennai port)				
	Transit insurance charges				
	CIF value (Chennai port)				
	Approximate net weight of the total consignment				
	Approximate gross weight of the total consignment after packing				
	Approximate dimensions of the total consignment				
	The price indicated shall be inclusive of all accessories, spares etc. as given in the scope of supply.individual item-wise break-up price shall be attached as an annexure to this price bid format				

NOTE:-

- 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
- The prices are to be offered only on FOB/FCA basis, inclusive of Packing & Forwarding charges if any.
- No row shall be left blank. Please indicate NA, in case the item is “not applicable”
- The price bid should be submitted only as per the above format.

Full postal Address

Signature & seal of Vendor

Annexure-VI

CHECK LIST TO BE SUBMITTED ALONG WITH OFFER

SL NO	Documents submitted	Vendor's Confirmation Yes/No
01.	Offer Submitted in 2 part bid system i.e. (I).Techno-Commercial Bid & (II).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:Dt.:Due Dt.:	
02.	Annexure-A part-(a).TECHNICAL TERMS CONFIRMATION & part (b).COMMERCIAL TERMS CONFIRMATION to be SUBMITTED ALONGWITH IN COVER NO: 1	
03.	Commercial terms like Freight & insurance charges if any, ED/CVD, CST, VAT, Payment, LD, Risk purchase clause quoted	
04.	Annexure-B- Price Bid to be SUBMITTED IN SEPARATE COVER NO: 2	
05.	Pre-Qualification Criteria fulfilled & documents Submitted	
06	Authorization letter submitted from OEM/ manufacturer submitted (Wherever if applicable)	
07.	Documents/Technical catalogues /DRAWINGS, (wherever as applicable) submitted as per tender condition	
08.	point to point confirmation provided as per tender condition	

Details of Gateway Airport with applicable Foreign Currency

Sch. No.	Country	CUR Code	Gateway Airport/s
D01	UK	GBP	London (Heathrow)
D02	UK	GBP	New Castle
D03	UK	GBP	Oxford, Chellam
D04	UK	GBP	Bristol, Wellingborough
D05	UK	GBP	Birmingham
D06	UK	GBP	East Midlands
D07	UK	GBP	Manchester
D08	UK	GBP	Leeds
D09	UK	GBP	Glasgow
D10	France	EURO	Paris (Roissy) & Lyon
D11	Sweden	EURO	Stockholm
D12	Sweden	EURO	Gothenberg & Malmo
D13	Italy	EURO	Rome, Milan
D14	Italy	EURO	Turin, Bologna, Florence
D15	Netherlands	EURO	Amsterdam, Rotterdam
D16	Austria	EURO	Vienna, Linz, Graz
D17	Belgium	EURO	Antwerp, Brussels
D18	Denmark	DKK	Copenhagen
D19	Japan	JPY	Tokyo, Osaka
D20	Singapore	SGD	Singapore
D21	Canada	CAD	Toronto
D22	Canada	CAD	Montreal
D23	USA	USD	New York, Boston
D24	USA	USD	Chicago
D25	USA	USD	San Francisco, Los Angeles
D26	USA	USD	Atlanta, Houston
D27	Germany	EURO	Munich, Koln, Dusseldorf, Hannover, Hamburg, Stuttgart, Darmstadt, Manhiem, Nurnberg
D28	Germany	EURO	Frankfurt
D29	Germany	EURO	Berlin
D30	Switzerland	SFR	Basle, Zurich, Geneva
D31	Spain	EURO	Barcelona
D32	Australia	AUD	Sydney
D33	Australia	AUD	Melbourne
D34	Australia	AUD	Perth
D35	Czech	EURO	Prague
D36	Hong Kong	HKD	Hong Kong
D37	New Zealand	NZD	Auckland
D38	Russia	USD	Moscow
D39	South Korea	USD	Kimpo International, Incheon
D40	Finland	EURO	Helsinki
D41	Romania	EURO	Bucharest
D42	Norway	EURO	Oslo
D43	Ireland	EURO	Dublin
D44	Israel	USD	Tel Aviv
D45	UAE	USD	Dubai
D46	Oman	USD	Muscat
D47	Egypt	USD	Cairo
D48	Taiwan	USD	Taipei
D49	Ukraine	USD	Kiev
D50	China	USD	Shanghai, Shenzhen
D51	Philippines	USD	Manila
D52	Malaysia	USD	Kuala Lumpur, Pe Nang
D53	Cyprus	USD	Larnaca
D54	South Africa	USD	Johannesburg, Durban
D55	Slovakia	EURO	Bartislova
D56	Saudi Arabia	SAR	Riyadh
D57	Turkey	EURO	Istanbul
D58	Thailand	USD	Bangkok
D59	Brazil	USD	Sao Paulo, Rio De Janeiro