खे एच इ एक Diffe 434-003	BHARAT	HEAVY ELECTRI ( A Government of India Under HIGH PRESSURE BOILER F PURCHASE DEPARTMENT / Y THIRUCHIRAPALLI - 620 TAMILNADU (INDIA)	rtaking) PLANT VALVES	PHC GRA FAX E-ma	Page : 1 DNE :91-431-2577305 AMS : BHARATELEC NO: 91-431-2520383 ail : valpur@bheltry.co.in 3 : http://mm.bheltry.co.in
Vendor Code : 2 Vendor Name : M/S Open Tendo		Enquiry No	Enquir	ry Date	Due Date for Quotation
		EN-SFM-803 - EN-SFM-803	04.09	.2015	26.09.2015
correspondences	uiry No, Date and due date in all uest for quotation and not an order				
Item	Description	Unit		Delivery Quantity	Schedule Date
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CHAI	31080000 4VMISC90219/00 N 3X17X12 - 600 MM LONG ML QLTY)			(200.00)	24.12.15
<ol> <li>The offers a</li> <li>Commercial</li> <li>Price bid sta</li> <li>Commercial</li> <li>Price bid wil</li> <li>commercially</li> <li>Price bid wil</li> <li>commercially</li> <li>The price quadratic tender openin</li> <li>LD @0.5%</li> <li>total PO values</li> <li>staggered del</li> <li>per week of the</li> <li>the total order</li> <li>Annexure of</li> <li>Drawings ar</li> <li>Delivery term</li> <li>Payment term</li> <li>The material a</li> <li>The terms</li> <li>I)If any devia</li> </ol>	re invited in two parts. bid covering the commercial te ting the price per unit in INR. bid will be opened first. I be opened only if the supplier ducted should be kept valid for 1 g. of the total PO value per week will be levied in case of delay ivery schedule, LD shall be 0.5 te delay or part thereof subject value. If the terms and conditions are re enclosed. In should be strictly FOR/BHEL m should be 100% payment a at our stores. and conditions shall be strictly ation is noticed against our end	r is qualified 20 DAYS from the date of to a maximum of 10% of th in the supply. For % of the undelivered portion ed to a maximum of 10% of enclosed. _/Trichy fter 45 days on acceptance as per our enquiry only. quiry terms and conditions	he on of e of	Y	'ours faithfully,
The offers will be tenderers who m	d reach us before the time of opening t e opened at 14.30 hours on the due da ay like to be present . liable to be rejected .		1	For BHARAT HE	/ PURCHASE / VALVES



( A Government of India Undertaking ) HIGH PRESSURE BOILER PLANT PURCHASE DEPARTMENT / VALVES THIRUCHIRAPALLI - 620014 TAMILNADU (INDIA) Page : 2 PHONE :91-431-2577305 GRAMS : BHARATELEC FAX NO: 91-431-2520383 E-mail : valpur@bheltry.co.in WEB : http://mm.bheltry.co.in

#### EN-SFM-803 / 04.09.2015

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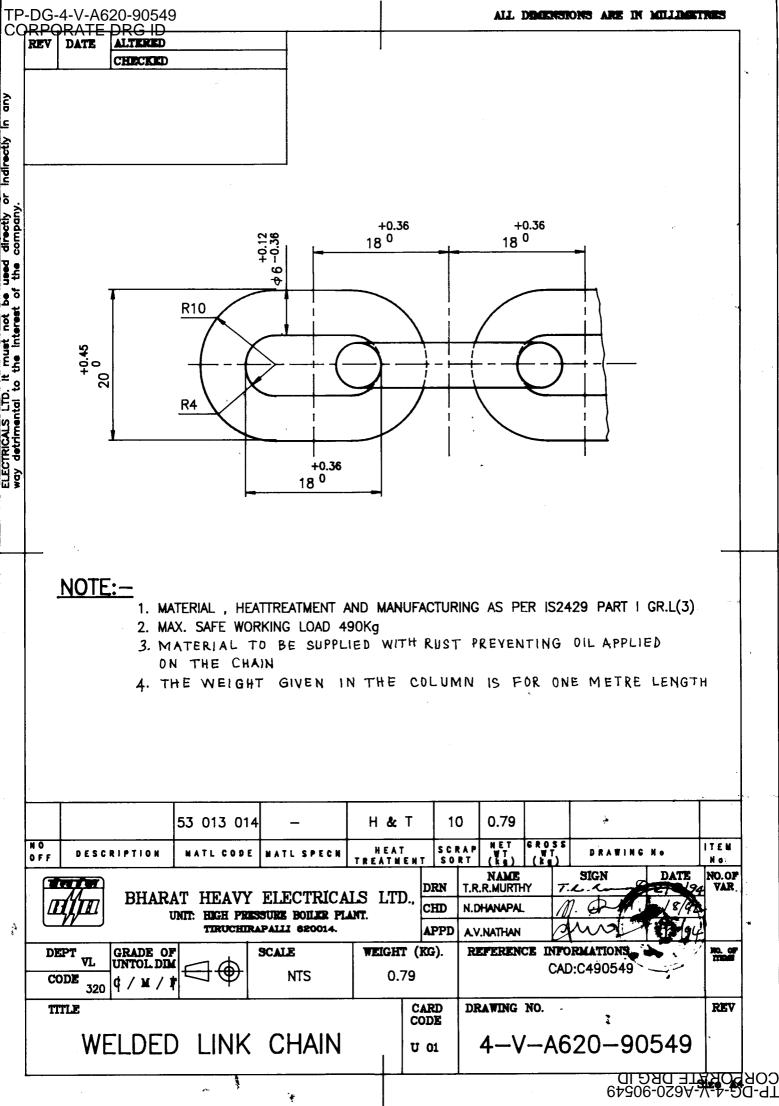
,your offer will be summarily rejected.

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 offers should reach us before the time of opening the tenders. The offers will be opened at 14.30 hours on the due date in the presence of the tenderers who may like to be present . Late tenders are liable to be rejected . Yours faithfully, For BHARAT HEAVY ELECTRICALS LIMITED

MANAGER / PURCHASE / VALVES

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# VALVES PURCHASE Trichy - 620 014. India

## **TERMS AND CONDITIONS-CHECK LIST**

SI.No:	BHEL Terms & Conditions	Vendor Confirmation
1	Terms of Payment: 100% payment after 45 days on acceptance of material	
2	<b>Liquidated Damages:</b> Liquidated damages shall be 0.5% of the total order value or part thereof subject to a maximum of 10% of the total order value. 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.	
3	Delivery Terms: Price should be quoted FOR BHEL Trichy/FOR site only	
4	Validity of Offer: Prices should be valid for 120 days from the date of opening of this tender	
5	<b>Risk Purchase:</b> Alternatively the purchaser at their option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of seller either the whole of 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 substitute therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases in addition to penalty at the rate mentioned in serial number 2 above.	
6	<b>Miscellaneous:</b> Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in order and which have not been specifically accepted by Purchaser will not be applicable to the contract.	
7	<b>Delivery Period:</b> Delivery schedule shall be strictly as per BHEL tender requirement which are as indicated against each item in our tender.	
8	Inspection: Material must be inspected as per Drawings/BHEL specification/ Standards	
9	Schedule of deviations: Schedule of deviation should be signed and filled with offer in the below given format	

# **SCHEDULE OF DEVIATIONS**

Enquiry Reference:

Offer Reference:

Date:

### **Commercial Deviation**

Clause No:	Description	Supplier Deviation

#### **Technical Deviation**

Clause No:	Description	Supplier Deviation

We confirm the acceptance of all the technical and commercial requirements as per BHEL tender, except the above deviations

Signature with seal



Valves/Purchase, Tiruchirappalli-620014, INDIA

TERMS AND CONDITIONS

Phone: 0431 257 7086 0431 257 7210

# Email: <u>vikasverma@bheltry.co.in</u> <u>vinu@bheltry.co.in</u>

## 1. QUOTATIONS:-

a. Submission of Tender: Each offer should be sent in double cover separately and the same should be sealed and super scribed with correct Tender No., item of supply and due date of opening. Two or more quotations should not be sent in one cover. Price Bid should contain only Price in Rs per unit for each type. Tender must be strictly sent to the address given below and not in any individual's name.

Tender Opening Cell Room No-26, Building -24, High Pressure Boiler Plant Bharat Heavy Electricals Limited Tiruchirappalli - 620 014, Tamilnadu, India

- b. Late tenders: Late tenders shall not be considered under any circumstance.
- **c. Regulations:** Tender should be accompanied by detailed technical literature, Catalogue and detailed dimensional drawings in ENGLISH. 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 figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
- **d. Two Part Bid Systems:** This is a two part bid system (Techno commercial & Price Bid), first the Techno Commercial bid will be opened. Techno-commercially suitable vendors alone will be intimated for price bid opening or Reverse Auction.
- e. PVC: Price Variation clause not acceptable. Prices should be firm.
- f. Catalogue: Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
- **g.** Acceptance: 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.

#### 2. COMMERCIAL TERMS & CONDITIONS:

a. Terms of Payment: 100% after 45 days on satisfactory receipts and acceptance of material at BHEL stores/ Site acknowledgement.

Any deviation in the above payment terms 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.

LC will not be operated for indigenous vendors. Offers with payment terms as LC from Indigenous vendors will be rejected.

- **b. Liquidated Damage:** Liquidated damages shall be 0.5% of the total order value or part thereof subject to a maximum of 10% of the total order value. 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.
- **c. Delivery Terms:** Price should be quoted **FOR BHEL Trichy**/FOR site as mentioned in enquiry inclusive of freight and insurance in transit.
- d. Validity of Offer: Prices should be valid for 120 days from the date of opening of this tender.
- e. Taxes & Duties: If any Sales Tax is payable as extra to the quoted price, it should be specifically stated in quotation along with CST & T.N.G.S.T No. failing which the purchaser will not be liable for payment of Sales Tax. Our T.N.G.S.T No. 3550005 Dated 01-04-1995 C.S.T. No. 259383 Dt. 11.06.1991.
- **f. Guarantee Clause:** The vendor shall give a guarantee for the performance of his supplies for a period of eighteen months from the date of dispatch or twelve months from the date of commissioning whichever is earlier.
- **g. Risk Purchase:** Alternatively the purchaser at their option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of seller either the whole of 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 substitute therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases in addition to penalty at the rate mentioned in clause 2.b above.
- **h. Preferential Delivery:** If a contract is placed on a higher tender as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earliest 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 FOR destination, including all elements of freight, sales tax, duties and other incidents, incidental in case of failure to



#### Valves/Purchase, Tiruchirappalli-620014, INDIA TERMS AND CONDITIONS

Phone: 0431 257 7086 0431 257 7210

# Email: <u>vikasverma@bheltry.co.in</u> <u>vinu@bheltry.co.in</u>

complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.

- i. **MODVAT/CREDIT:** If any Excise Duty is payable, the chapter head/sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for his input materials, the effect of proforma invoice should be passed on to the purchaser.
- **j. Miscellaneous:** Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed, the order and which have not been specifically accepted in by Purchaser will not be applicable to the contract.
- **k. Delivery:** Delivery schedule shall be strictly as per BHEL tender requirement which are as indicated against each item in our tender. If supplier offers more than this delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay.
- 1. Performance Bank Guarantee: If tender Calls for Performance Bank Guarantee, Vendor should provide a performance bank guarantee (PBG) for 10% of the total Purchase order value valid for warranty/guarantee period with an additional claim period of 2 months.

# m. Special Provisions for Micro and Small Enterprises (MSE):

- i. 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
- ii. Out of the 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 within the price band of LI +15%, they will be allowed to supply the portion of the requirement subject to acceptance of LI price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
- iv. MSE suppliers can avail the intended benefits 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 CA certificate applicable for the year, certifying quantum of investment in plant and machinery within the 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 submits these documents.

# 3. GENERAL CONDITIONS

- **a.** BHEL reserves the right to finalize the tender as per item serial number wise or as a total package or project wise. Separate orders will be released for each project and documents should be supplied for each order separately.
- **b.** BHEL reserves the right to increase or reduce or split the Tender Quantity and to NOT to order for some or all material based on the changes in project.
- **c.** BHEL shall have the right to visit vendor works during the execution of contract along with end customer for verifying status, inspection and testing of the material.
- **d.** BHEL reserves the right to negotiate or re-float the tender in case the quoted prices are not acceptable.
- e. Supplier shall arrange packing to avoid lose or damages during Road Transport, Site handling & Storage.
- f. Purchase Order, PO Item serial number, Material code, Quantity should marked the Packing clearly.
- **g.** Confirmation for compliance is to be given in the offer for all the conditions specified above and to the respective Purchase Specification.

# 4. FRAUD PREVENTION POLICY:

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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of the BHEL management about any fraud or suspected fraud as soon as it comes to their notice.



Valves/Purchase, Tiruchirappalli-620014, INDIA

**TERMS AND CONDITIONS** 

Phone: 0431 257 7086 0431 257 7210 Email: <u>vikasverma@bheltry.co.in</u> <u>vinu@bheltry.co.in</u>

### 5. DOCUMENTATION:

a. With Consignment: Duplicate for transporter copy of Invoice, Packing List, Delivery Challan, O&M manual, Material Test Certificate, Other test Certificates, Calibration Report, Compliance Certificate & Guarantee/Warrantee Certificate etc.

b. To Finance:

Original and Duplicate Invoice for payment with GR reference, should be sent directly to

Sr Manager/Finance/Valves-Bills section HPBP, BHELTiruchirappalli-620014, Tamilnadu.

#### To Purchase:

FOR BHEL TRICHY case:- Copy of Invoice, Packing list, LWBand Delivery challan for reference, original IBR documents/Inspection despatch clearance certificates

FOR Site case:- Original Excise Invoice, Original LWB, Original Packing List, Original IBR documents, Original despatch clearance Certificate, Original Inspection report, Test certificates as per PO, Original Site Acknowledgment etc.

c. Identification:, Purchase Order, PO item serial number, Material code, Quantity, Unique serial number if any should be provided in all despatch documents, materials and packing clearly.