



An ISO 9001  
Company

## Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

CAPITAL EQUIPMENT/ MATERIALS MANAGEMENT

### ENQUIRY

### NOTICE INVITING TENDER

Phone: +91 431 257 7653  
Fax : +91 431 252 0031  
Email : [skaruna@bheltry.co.in](mailto:skaruna@bheltry.co.in)  
Web : [www.bhel.com](http://www.bhel.com)

TWO PART BID	Enquiry Number:	Enquiry Date:	Due date for submission of quotation:
Tender to be submitted in two parts	2631500017	05.10.2015	28.10.2015
<p>You are requested to quote the Enquiry number, date and due date in all your correspondences. This is only a request for quotation and not an order.</p> <p>Please note that under any circumstances both delayed offer and late offers will not be considered. Hence vendors are requested to ensure that the offer is reaching physically our office before 14.00 hrs on the Date of tender opening.</p>			

Item	Description	Quantity	Delivery
10	Hand Pallet Truck as per the technical specification, BHEL commercial terms & conditions applicable (to be downloaded from web site <a href="http://www.bhel.com">www.bhel.com</a> or <a href="http://tenders.gov.in">http://tenders.gov.in</a> )	5 Nos.	31.12.15

#### Important points to be taken care during submission of offer

1. Compliance Form to be duly filled and enclosed along with your offer, failing which the offer will not be considered for evaluation.
2. All updates, amendments, corrigenda, etc., (if any), for each tender will be posted only on the above websites from time to time, as and when required, until each tender is opened. There will be no publication of such updates, amendments, corrigenda, etc., through newspapers or any other media.

BHEL's General guidelines / instructions including bank guarantee formats and list of consortium banks, commercial compliance form can be downloaded from BHEL web site <http://www.bhel.com> or from the Government tender website <http://tenders.gov.in> (public sector units) Bharat Heavy Electricals Limited page) under Enquiry reference "2631500017".

Tenders should reach us before 14:00 hours on the due date  
Tenders will be opened at 14:30 hours on the due date  
Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present


Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED

**KUMAR GAUTAM SINGH**  
Senior Engineer  
MM / Capital Equipment  
BHEL, TRICHY - 620 014.

**HAND PALLET TRUCK – 2500 KG****PART A**

**SECTION 1: Qualifying Criteria** - The BIDDER has to compulsorily meet the following requirements to get qualified for considering the technical offer:

S. No.	REQUIREMENTS	VENDOR's RESPONSE
1.1	The Bidder/Vendor shall have a minimum of 5 Years of Experience in the Design, Manufacture & Supply of Hand Pallet Truck. Bidder/Vendor shall Indicate the actual number of years of experience in the field.	
1.2	Only those vendors (OEMs) should quote, who have supplied and commissioned in the last five years (as on the original date of opening of Tender) at least ONE <b>Hand Pallet Truck of capacity 2500 kg or higher</b> and such Hand pallet truck is presently working satisfactorily for more than one year after commissioning (as on the original date of opening of Tender). The name and contact details of the customer to be furnished to whom the above hand pallet truck was supplied.	
1.3	Vendor has to submit at least one Performance certificate for satisfactory performance of hand pallet truck lifter referred in clause 1.2 for a minimum period of one year from the date of commissioning (as on the original date of opening of Tender) from any of their customers. <b>Performance certificate as Original Certificate or E-mail directly from the customer may be submitted.</b> The original certificate may be returned after verification by BHEL, if required. For obtaining the Performance certificate, a suggestive format is provided at the end of Part A.	
1.4	BHEL reserves the right to verify the information provided by vendor. In case the information provided is found to be false/incorrect, the offer shall be rejected.	

  
**AJAY V ASALKAR**  
 MANAGER  
 MODERNISATION  
 BHEL, TRICHY - 620 014.



**SECTION 2:** The Bidder / Vendor is requested to provide the following information:

S. No.	REQUIREMENTS	VENDOR's RESPONSE
2.1	The BIDDER/VENDOR to furnish Reference List of Customers, with full address, details of contact person, where Hand Pallet truck has been supplied in the past (Maximum 10 references only).	
2.2	Details of Hand Pallet truck supplied to other BHEL units, if any. (PO no., Year of commissioning, capacity)	
2.3	Details on Service after Sales setup in India including the Address of Agents / Service Centres in India.	

**SECTION 3:** The Bidder / Vendor to note the following:

S. No.	REQUIREMENTS	VENDOR's RESPONSE
3.1	The bidder / vendor shall submit the offer in two parts: 1. Technical Offer (with Part A & Part B) 2. Commercial offer & Price Bid.	
3.2	The Technical Offer submitted by the bidder shall contain complete details against all clauses of Part A & Part B of BHEL Tender specification. Technical offer submitted with incomplete details or information shall be disqualified.	
3.3	The Technical Offer shall be supported by product Catalogues & Data Sheets and also technical details of Bought Out Items.	
3.4	The Commercial Offer (given with the Technical Offer) shall contain the Scope of Supply and the Un-Priced Part of the Price Bid, for confirmation.	

  
**AJAY V ASALKAR**  
 MANAGER  
 MODERNISATION  
 BHEL, TRICHY - 620 014.

**Suggestive Format of Performance Certificate:**

The Performance should be certified by the customer on **Customer's Letter Head** and submitted along with the offer.

**PERFORMANCE CERTIFICATE**

1.0	<b>Hand Pallet truck</b> Supplied by : (Manufacturer's name)	
2.0	Make & Model number of the <b>Hand Pallet truck</b>	
3.0	Month & Year of Commissioning	
4.0	<b>Capacity of Hand Pallet truck</b>	
5.0	Performance of the <b>Hand Pallet truck</b> (Please tick the appropriate option)	Satisfactory
		Not Satisfactory
6.0	Service after sales (Please tick the appropriate option)	Satisfactory
		Not Satisfactory
7.0	Other remarks (if any)	
Date:		Signature & Seal of the Authority Issuing the Performance Certificate

  
**AJAY V ASALKAR**  
 MANAGER  
 MODERNISATION  
 BHEL, TRICHY - 620 014.

**PART-B****TECHNICAL SPECIFICATIONS FOR HAND PALLET TRUCK (Capacity:2500 Kgs) – Qty: 05 Nos**

<b>Sl. No.</b>	<b>PARTICULARS</b>	<b>BHEL SPECIFICATIONS</b>	<b>BIDDER'S OFFER [With Complete Technical Details]</b>
01	Purpose	For transportation of materials/ metallic components from one Work center to another Work center and should be suitable for movement on uneven shop floor.	
02	Capacity	<b>2500 Kgs. (Minimum)</b>	
03	Drive wheel	Large diameter nylon steering wheel.	
04	Drive Wheel Size (Dia. X Width)	180 mm X 50 mm (minimum)	
05	Load Wheel	Tandem nylon load rollers.	
06	Load Wheel (Dia. X width)	75 mm X 75 mm (minimum)	
07	Overall Length	1400 mm to 1600 mm	
08	Overall Width	500 mm to 600 mm	
09	Length of the Fork	1000 mm to 1200 mm	
10	Width of the Fork	140 mm to 180 mm	
11	Width Between Forks (Clear Gap)	200 mm to 250 mm	
12	Height of Lift	110mm (minimum)	
13	Lowered Fork Height	70 mm to 90 mm	
14	Minimum Ground Clearance – under clearance	35 mm (maximum)	
15	Parking Brake	Hand brake	

*Sumesh*

(Sumesh S. Anand).

**SUMESH S. ANAND**  
SENIOR MANAGER  
BOILER PRODUCTION  
BHEL, TRICHY - 620 014.



Sl. No.	BHEL SPECIFICATIONS PARTICULARS		BIDDER's OFFER [With Complete Technical Details]
<b>16</b>	<b>Lifting and Lowering of the Fork:</b>		
16.1	By manually operated Hydraulic pump (Airless Hydraulic System) with Lifting Cylinder and Oil Tank.	Vendor to confirm.	
16.2	Suitable steering handle shall be provided. The steering handle shall be tiltable with spring return to vertical position.	Vendor to confirm.	
16.3	The truck should have a three-position (Lower – Neutral – Lift) hand control lever.	Vendor to confirm.	
16.4	Lowering speed is to be controlled by the hydraulic regulator, which shall be fitted on the replaceable cartridge valve.	Vendor to confirm.	
16.5	The control lever should return to Neutral position automatically when released.	Vendor to confirm.	
16.6	The Hydraulic system shall have a Relief Valve for overload protection.	Vendor to confirm.	
16.7	Suitable oily-pass valve is to be provided to prevent jamming at full lift height.	Vendor to confirm.	
16.8	Distance moved (Up/Down) for each stroke lifting/lowering.	Vendor to specify.	
17.0	<b>MACHINE PRE-DISPATCH INSPECTION AND ACCEPTANCE AT SUPPLIER'S WORKS:</b> Complete machines shall be assembled and offered for inspection and performance trials to test the design capabilities of the machine, by BHEL Engineers before Dispatch at Supplier's works.	Vendor to confirm.	
18.0	<b>Commissioning</b> :The supplier shall depute his engineer(s) for supervising commissioning of the machine at BHEL works and prove-out trials	Vendor to confirm	
19.0	<b>GUARANTEE:</b> Equipment has to be guaranteed for its performance, for a minimum of 12 months from the date of commissioning. Or 18 months from the date of supply whichever is earlier	Vendor to confirm.	
20.0	List of Spares	One set of relief valve, hydraulic cylinder seal kit and mandatory spares shall be quoted item wise by the supplier for 2 years of trouble free operation..	
22.0	Manuals in English: Operation & Maintenance manual will include all operations of the machines and its accessories with full details and safety instructions, all machine construction drawing, Component Drawings, assembly drawings, explanation and details about the sequence of operations of Hydraulic, Electrical & Electronic circuits. All the features of the machine and how to operate them shall be explained in detail.  Hard copy Original: 10 Nos.		

*Sumesh*  
(Sumesh S. Anand)  
SENIOR MANAGER  
BOILER PRODUCTION  
BHEL, TRICHY - 620 013



An ISO 9001 Company

**Bharat Heavy Electricals Limited**  
(High Pressure Boiler Plant)  
Tiruchirappalli-620014, Tamil Nadu, India  
MM/CAPITAL EQUIPMENT

MM/CE / GENL/001-NO EMD

**GENERAL GUIDELINES & INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER**

**Vendors are requested to read the following points / guidelines / instructions and ensure that the offer is prepared and submitted strictly as per the requirements. Offers with insufficient details would not be considered for evaluation. The following points / guidelines / instructions are part and parcel of the tender and non-compliance will result in rejection of offer.**

**NOTE: MSE VENDORS MAY PLEASE REFER SL.NO.6 OF THIS DOCUMENT FOR THE SPECIAL PROVISIONS APPLICABLE TO THEM AS PER GOVERNMENT DIRECTIVES.**

<b>1.0</b>	<b>QUOTATIONS</b>
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Considering the nature of procurement which requires a good amount of technical details, brochures, catalogues etc., to be submitted along with the offer as well as the confidentiality required to be maintained during the offer evaluation process, bidders are requested to submit their offers only through sealed bids. As the part II (the price bid) would not be opened before the technical evaluation is completed, bidders are requested not to submit their bids through email / fax etc.

Bidders shall submit the offer in **TWO PARTS** as indicated below which shall be sealed in one outer envelope.

**Part I consists of two inner envelopes and put in a sealed cover and super scribed as**

**PART I - TECHNICAL AND UN-PRICED COMMERCIAL BID**

This sealed envelope must contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked **“Part I - Technical and Un-priced commercial bid”**, indicating Enquiry No., Due Date, Address & Reference of the Bidder.

**Part II**

This sealed envelope should contain **price details**. This envelope should be clearly marked **“Part II - Price bid”**, indicating Enquiry No., Due Date, Address & Reference of the Bidder

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscribing as **PART I AND PART II** indicating Enquiry No., Due Date, Address & Reference of the Bidder.

The above tender (envelope containing Part I & II) should reach this office on or before the due date by **14.00 Hrs (IST)**. Tenders received after 14.00 Hrs (IST) will not be considered for evaluation.

Tender should not be addressed to any Individual's name but only by designation to:

**DGM / MM / CAPITAL EQUIPMENT**  
**1<sup>st</sup> FLOOR – INFORMATICS CENTRE BUILDING (EDP BUILDING),**  
**BHARAT HEAVY ELECTRICALS LIMITED**  
**HIGH PRESSURE BOILER PLANT**  
**TIRUCHIRAPALLI – 620 014**  
**TAMIL NADU, INDIA**

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

Tenders should be in **ENGLISH** and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in **ENGLISH** or otherwise, the tenders will not be considered for evaluation.

**Tenders will have to be submitted by the Original Equipment Manufacturer only. Offers, if submitted by authorised agents of OEM/ Dealers should be accompanied by a VALID AUTHORISATION LETTER ISSUED BY THE OEM.**

**If the past performance of a vendor in any of the previous Purchase orders/contracts/in any projects, of BHEL Units, and NON-BHEL, is not satisfactory BHEL then reserves the full right to reject such offers of those vendors straightaway irrespective of their suitability and will not be considered for further processing of the tender.**

<b>2.0</b>	<b>PART I (TECHNICAL &amp; UN-PRICED COMMERCIAL BID)</b>
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<b>2.1</b>	<b>Technical</b>
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This part shall include / indicate the following:

2.1.1	Tenders should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
2.1.2	Point by point confirmation for the Technical Specification enclosed is to be provided. If there are any deviations, the same should be clearly specified. Tenders received without confirmation to our specification will be rejected.
2.1.3	List of customers to whom same or similar equipment have been supplied along with performance certificates are to be enclosed.
2.1.4	Relevant catalogues to be attached
2.1.5	List of spares parts (with part numbers) for two years operation and maintenance should be attached.
2.1.6	Information on shipping weight and cubage (length, width & height) to be provided.

<b>2.2</b>	<b>Un-Priced Commercial</b>
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This part shall include / indicate the following:

2.2.1	Acceptance of commercial terms and conditions by the bidders (in the <b>compliance form</b> enclosed)
2.2.2	Port of shipment / Station of despatch
2.2.3	Terms of payment



2.2.4	CFR price (for foreign bidders) / F.O.R.BHEL works as required in the <b>compliance form</b> (attached with this Tender)
2.2.5	Taxes, Service tax & duties including cess applicable.
2.2.6	Delivery Schedule from the date of Purchase Order
2.2.7	Offer validity
2.2.8	Country of origin
2.2.9	Currency in which the price has been indicated.
2.2.10	Percentage of agency commission if any along with a copy of Agency agreement. The CFR prices quoted shall include the agency commission.
2.2.11	A copy of the Price Bid <b>without the price details</b> to be enclosed. (UNPRICED BID)

<b>3.0</b>	<b>OPENING OF TENDERS</b>
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**PART I**

Technical & Un-priced commercial bid would be opened on the Tender opening date.

**PART II** – The Technical Bid received (under Part I) would be evaluated and bidders qualifying alone will be considered for further processing. BHEL would proceed with Price Bid opening route for finalizing the tender, which would be intimated to the qualified bidders after completion of the techno-commercial evaluation.

<b>4.0</b>	<b>DEFINITIONS &amp; OTHER TERMS</b>
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**Fixed price:** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non-responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price written in words shall be valid and binding.

**Bid currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit the bid in their home currency, which should be clearly indicated in the un-priced commercial bid as well as in the price bid.

**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. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverambur

In case taxes and duties are indicated as inclusive in the quoted prices, it will be reimbursed only upon furnishing the documentary evidence for having paid such taxes and duties. Any difference in taxes (on account of reduction in the levies) between what has been paid by BHEL to the vendor (based on what has been indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL.

For services rendered by the foreign vendor in India (like Erection & Commissioning supervision etc.) Income Tax (IT) shall become payable by the Foreign vendor. Hence, foreign bidders are requested to take care of the IT payment during submission of tender.

If the foreign vendor possesses Indian PAN CARD (Permanent Account Number) Registration, the details of the same shall be furnished along with the Un-priced Bid cover

(Part-II) with documentary evidences (PANCARD copy) for Income Tax purposes (concessions).

**Cenvat & VAT credit:** (applicable for Indian Bidders only) the quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case Excise Duty is applicable. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to BHEL.

**Packing:** The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal safe transport by sea / air / rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.

**Salient points of HSE** (Health Safety & Environment) that are to be considered while submission of offer are:

- Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals)
- Competency requirements for operation, maintenance and calibration, if any, shall be communicated
- If any hazardous chemicals as per MSIHC (Manufacturing, Storage and import of such Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided along with On site & Off site emergency plan (as applicable)
- The noise level at operator level shall be within 80 dBA
- OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.
- The machine / equipment shall be fitted with guard for rolling and moving parts and shall comply with applicable OH&S legislations and Factories Act 1948
- The supplier shall submit the layout drawing of operating controls, displays etc. Along with operating instructions to enable ergonomics evaluation and approval.
- The recommended list of PPE (Personal Protective Equipment) for the equipment shall be furnished.
- Alarm system (both visual and audible) and Automatic switch off of the equipment shall be provided for any intrusion, overloading, short circuiting or any malfunctioning of the equipment.
- Details of all hazardous / harmful substances discharged as by-products / wastes during operations of the machine / equipment, such as fumes, gases, dust particles, aerosols UV/IR (Ultra violet / infra red) radiations etc., shall be furnished along with their concentrations and their TLV, (Threshold Limit Value).
- Appropriate pollution control measures shall be proposed to keep the emissions from the machinery / processes within the prescribed limit as stated in Environment Protection Rules 1986.
- All furnaces, process units, DG sets, paint booths, shot blasting chambers, etc. shall be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.
- Wherever industry specific standards are not available for control of pollutants, general emission standards shall be used.
- Chemicals banned due to their negative impact on the environment shall not be used in the process.
- Fuels with sulphur content less than 0.05% shall be proposed.
- Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process. Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative

requirements such as Central Motor Vehicle Rules, Manufacture, Storage and Import of Hazardous Chemical 1989, etc. shall be followed

- Primary materials used in the equipment shall be specified and they shall be eco-friendly

**Force Majeure clause:**

If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.

**Agency agreement from foreign suppliers for their Indian agents:**

Based on Ministry of Finance vide circular dated 31/01/1989 the following are compulsory:

- Registration of Indian agents of a foreign supplier.
- Precise relationship between foreign suppliers and their Indian agents and their mutual interest in the business, should be clearly spelt out.
- Any payment, which the agent receives in India or abroad, from the foreign supplier, whether as a commission or as a general retainer fee, also needs to be brought on record and made explicit so as to ensure compliance to tax laws and to prevent leakage of foreign exchange.
- All services to be rendered by the agent, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier and the Indian agent.
- The amount of agency commission agreed to between the foreign principal and the Indian agent should be specifically disclosed and the agency commission will be paid in Indian Rupees only.
- A copy of the Agency Agreement with the above details shall be provided.

**Short shipment / Warrantee replacement:**

In case of any short-shipment during initially supply, subsequently dispatched by the supplier or any warrantee replacement dispatched during the warrantee period shall be dispatched on "DDP – Delivered Duty Paid BHEL Stores" basis for foreign suppliers and "FOR BHEL Stores" basis for Indian suppliers.

**Inspection & Testing:** All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL Stores. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch. However, final inspection and acceptance of the machine will be carried after installation of the machine BHEL.



<b>5.0</b>	<b>GENERAL</b>
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**Tenders will have to be submitted by the Original Equipment Manufacturers only** and the offered equipment shall be “New”. Offers for Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for evaluation.

Evaluation of offers shall be on “Net Cash Outflow to BHEL basis”.

BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / Units.

BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.

The correspondence exchanged against the tender between the bidder and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

Any transaction / communication pertaining to the tender carried out by the bidder and BHEL round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

In case Letter of Intent (LoI) is issued through email, the computer generated time and date of mail shall be construed as the official time and date of release of LoI. In as much as this date is within the last date of validity given by the bidder the LoI is said to have been issued within the validity period and shall be binding on both the parties to the business.

Bidders participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing enquiries even if participated till the hold is officially lifted and confirmed in writing.

<b>5.1</b>	<b>FRAUD PREVENTION POLICY</b>
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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.

**6.0 SPECIAL PROVISIONS APPLICABLE FOR MSE VENDORS**

In line with the Gazette Notification issued by Ministry of Micro, Small and Medium Enterprises on MSE suppliers 20% of the tendered quantity is earmarked for MSE suppliers. Out of the 20% tendered quantity earmarked 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

1. EM II certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or
2. Valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits 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 (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 and MSE status of such suppliers shall be shifted to NON MSE suppliers till the supplier submit this documents. Documents should be notarized or attested by a Gazetted officer.

Definitions of MSEs owned by SC / ST is under:

- In case of proprietorship firm, proprietor must be SC/ST.
- In case of partnership firm, the SC / ST partners must be holding at least 51% shares in the unit.
- In case of private limited companies, at least 51% share must be held by SC/ST promoters.

Authorized Offices to issue SC/ST certificate.

The caste / Tribe / Community certificate issued by the following authorities in the prescribed form for SCs / STs can be considered.

- District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Additional Deputy Commissioner / Deputy Collector / 1<sup>st</sup> Class stipendary magistrate / Sub Divisional Magistrate / Taulka Magistrate / Executive Magistrate / Extra Assistant Commissioner.
- Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate.
- Revenue Officer not below the rank of thasildar.
- Sub-Divisional officer of the area where the individual and / or his family normally resides.

To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

**BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI****CAPITAL ITEMS /MATERIALS MANAGEMENT****COMPLIANCE FORM FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY  
INDIGENOUS VENDORS**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this compliance form 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, the offer is liable for rejection)

(TENDER WITH DIRECT PAYMENT )

**Description of the items: Hand Pallet Truck - 5 no.**

**BHEL Tender No. & Date: 2631500017 dated 05.10.2015**

**ENQUIRY TERMS & CONDITIONS****Vendor's  
Confirmation****1.0 PRICE BID:**

Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part I. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.

Accepted

**2.0 VALIDITY:**

Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.

Accepted

**3.0 PAYMENT TERMS:****For SUPPLY P.O.:**

80% payment of Supply P.O. value shall be made within 45 days from the date of receipt of material at BHEL.

**For BALANCE OF SUPPLY P.O.**

Balance 20% of Supply value will be paid after acceptance of the goods at BHEL by User Department and against submission of Guarantee Certificate.

**3.1 Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:**

If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of Acceptance of the goods.

However, in any case, payment against dispatch shall not exceed 90% of the PO Value.

Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:

Base Rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by bidder.

Accepted

**4.0 Taxes & 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.

In case taxes and duties are indicated as inclusive in the quoted prices, it will be reimbursed only upon furnishing the documentary evidence for having paid such taxes and duties. Any difference in taxes (on account of reduction in the levies) between what has been paid by BHEL to the vendor (based on what has been indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL..

Accepted

**5.0 Delivery terms, Delivery period required and evaluation process:****5.1 Delivery terms: FOR BHEL, TRICHY, TAMIL NADU**

Accepted

**Basis of Delivery Terms :**

Price break-up details like Basic price, P&F, Taxes & Duties, Freight and Insurance etc., should be indicated in the offer.

Accepted



<b>5.2</b>	Delivery period: Vendor shall comply with this required period.	
	For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (LWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of drawings etc., should not be linked to the delivery period.	Accepted
	<b>DELIVERY PERIOD (IN WEEKS) REQUIRED BY BHEL (SUPPLY PORTION)</b>	<b>5</b>
	<b>DELIVERY PERIOD (IN WEEKS) OFFERED BY VENDOR (SUPPLY PORTION)</b>	
	However, while evaluating the offers, those offers which are not conforming the requested delivery period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted
	<b>BHEL reserves the right to accept an offer not meeting the NIT / Enquiry delivery. However based on the requirement, the Technically Suitable offerers would be requested to reduce their offered delivery schedule and in case if it is not meeting BHEL requirement or maximum limit considered by the Technical Committee, the offer may become liable for rejection.</b>	Accepted
<b>6.0</b>	<b>LIQUIDATED DAMAGES (LD):</b>	
	a) LD for delay in 'Supply' will be applicable to the delays attributed to vendor. The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value subject to a maximum of 10% of total PO value	
	b) In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value for each individual machine.	
	c) In case any bidder is not accepting the above LD for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.	
	d) Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply period quoted by him.	
	For the purpose of levying LD, the date of shipment (LWB date) will be considered.	
	<b>Loading Factor for non-acceptance of LD clause for delayed Supply :</b> <b>In case any bidder is not accepting the above LD clause for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder .</b>	Accepted
<b>7.0</b>	<b>SHORT SUPPLY / WARRANTY REPLACEMENT:</b>	
	In case, any shortage is noticed vis-a-vis PO requirement in the main items / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL for such short supplies shall be borne by the supplier. Warranty Replacements during Guarantee period at supplier's cost on FOR BHEL Works basis.	Accepted
<b>8.0</b>	<b>RISK PURCHASE:</b>	
	If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. <b>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</b>	Accepted
<b>9.0</b>	<b>GUARANTEE:</b>	
	Vendors shall provide a guarantee for 12 months from the date of Acceptance of the goods or 18 months from the date of supply, whichever is earlier. The date of LWB shall be taken as the date of supply. Offers from vendors not accepting to the requested guarantee period are liable for rejection.	Accepted

<b>10.0</b>	<b>CONTACTS:</b>	
	Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
	Name:	
	Designation:	
	Email ID:	
	Phone No.:	
	Mobile No.	
	Fax No.:	
	Address:	
<b>11.0</b>	<b>Weight &amp; Cubage of package:</b>	
	Approximate Net weight of the total consignment:	
	Approximate Gross weight of the total consignment:	
	Approximate volume of the total consignment:	
<b>12.0</b>	The vendor to provide Audited Balance Sheet & Annual Report signed by the Auditors (or) Bank Credit Statement signed by the Bankers for past consecutive four years (eg. 2011 - 12, 2012 - 13, 2013-14 and 2014-15) from the date of tender opening.	
	<b>We have gone through and understood the 'General guidelines &amp; instructions to bidders for submitting offer' enclosed as a part of the NIT / Enquiry and confirm that our offer has been made in line with the same and the confirmations given in the above checklist supercede any other standard information provided in our quotation.</b>	
	<b>Signature with date:</b>	<b>(AFFIX OFFICIAL SEAL HERE)</b>
	<b>Name:</b>	
	<b>(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)</b>	