



# BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

PIPING CENTRE, MATERIAL MANAGEMENT

PUR 002/01

80, Gopathy Narayanaswamy Road, T.Nagar, Chennai – 600 017.

OPEN TENDER	ENQUIRY NO.	DATE
	4201600047	25.04.2016
NAME OF SUPPLIER WITH ADDRESS	DUE DATE FOR QUOTATION 16.05.2016.	
	THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER	

## REMARKS:

- This tender is an Open tender. Offer must be submitted in two parts.
  - Part-I: Pre-Qualification & Techno-Commercial bid
  - Part-II: Price bid
- The follg. documents to be attached in Part-I bid without fail
  - Point by point confirmation for Pre-qualification Requirement attached.
  - All required documentary proof as called for to be furnished.
  - Point by point confirmation to our Technical datasheet attached.
  - Point by point confirmation to our Techno-Commercial terms as per Part I format.
  - Vendor Quality plan for Filter to be attached
- Destination: NTPC BARH site, BIHAR.
- Delivery period:** 2 months from the date of LOI/PO.
- Evaluation and Ordering will be done on total package basis (Sl.no 10 to 30) .
- Terms of Delivery:**
  - Foreign Bidders shall submit their bid on CIF/Chennai sea port basis only. The quoted prices must be inclusive of P&F, Freight & Insurance, Drawings & Documentation charges, Internal & Third party inspection charges and any other charges applicable. Inland transport from the port of discharge upto Project site will be included in our evaluation statement for price comparison. Additional Taxes and Duties will be added and compared with the Indigenous Vendors, as applicable.
  - Indian Bidders shall submit their bid on FOR Destination site basis. The quoted prices must be inclusive of Packing & forwarding. Freight & Insurance shall be quoted extra. Percentage of applicable Taxes, Duties etc shall be clearly indicated. Applicable taxes (CST / VAT) shall be clearly indicated. No change in taxes will be entertained after price bid opening. In case of Excise Duty exemption, necessary documents will be provided by BHEL.

7. **Validity:** Bidder shall give a validity of 90 days from the date of Price bid opening/Reverse auction.
8. **Price:** Prices quoted shall be kept **firm** during execution of full supply from the date of issue of LOI / PO and no price variation clause is acceptable during execution. Price bids of the Techno-commercially rejected bids will not be considered.
9. **Bid currency:** Indian bidders should submit the prices only in Indian Rupees. Import vendors shall necessarily quote in foreign currency. Currency in which quote has been submitted shall be explicitly mentioned. For the evaluation purposes the exchange rate (TT – Selling Rate of SBI) on **Part I bid opening date** will be considered.
10. **Liquidated Damages:** If the supplier fails to deliver the material within the period specified in the contract the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value. Any deviation to LD clause will lead to **loading** to the extent to which it is not agreed by the bidder (at offered value).
11. **Payment term for Indigenous suppliers :** 90% against despatch documents and 10% against site acknowledgement . Deviation is not acceptable.  
**Payment term for Import suppliers:** 100% CAD basis (Cash against documents). If LC is requested , loading charges @ 1.5% of the basic charge will be applicable. Deviation is not acceptable.  
Documents required for payment :
- Bill of Lading
  - Invoice
  - Packing list
  - Country of origin certificate
  - Inspection report
  - Test Certificate
  - Performance Bank Guarantee
  - Guarantee Certificate
12. **No advance payment shall be made by BHEL.**
13. **BHEL Standard Guarantee Clause:** The materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch whichever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Trichy/ Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order. Deviation to Guarantee clause is NOT ACCEPTABLE and the offer will be rejected incase of deviation to Guarantee clause.
14. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in

the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

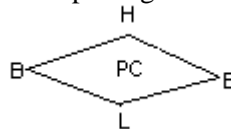
15. In case BHEL decides to go for reverse auction, the H1 bidders (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process.
16. **Risk Purchase:** Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned under liquidated damages.
17. The correspondence between the bidder and BHEL through email is considered to be 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.
18. Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / 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 bid, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the bid at any point of time and also under any stage of the finalisation of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.
19. BHEL reserves the right to negotiate L1 rate or re float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
20. BHEL/End customer reserves the right to inspect the item ordered at any stage at vendor's works
21. Indian Agent If any: Whenever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of price bid opening. This is payable on satisfactory completion of the contract.
22. Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.

**The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ serviceproviders 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.**

**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 in by purchaser will not be applicable to the contract.**

## GENERAL TERMS AND CONDITIONS

1. If any Sales tax and Excise duty are payable as extra to the quoted price the percentage of the same should be specifically stated in the quotation failing which the purchaser will not be liable for payment of Sales Tax / Excise Duty. Our T.N.G.S.T.No.3560005/dt.1-4-95, C.S.T.No.239383 dt.11-6-91.
2. If the enquired items are coming under D.G.S & D rate contract, please indicate the rate contract prices duly sending a copy of the rate - contract along with your offer.
3. No revision of prices will be entertained after tenders are opened.
4. Manufacturers name, brand name trademark or patent No. if any should be specified. Illustrate leaflets giving particulars are required along with quotation wherever necessary.
5. Products with I.S.I.certification marks will be preferred.
6. The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject in part or full without assigning any reason whatsoever.
7. Late tenders are liable to be rejected.
8. Any deviations to the enquired technical and commercial conditions shall be clearly indicated in the covering letter of the quotation.
9. **PAINTING, PACKING AND MARKING:** The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit, as per enquiry specification wherever applicable. The following marking should be made in each packages.



The mark should be stenciled on the package itself. Should the packages be too small suitable cards giving these details may be tagged under seal of the seller. Special precaution shall be taken to prevent rusting and corrosion of metal parts during transit.

**10. TERMS OF PAYMENT:** Payment will be made within 30 days of satisfactory receipt of materials at BHEL stores / site as required by the purchaser. The successful tenderer must send the operation and maintenance manuals, test certificate, drawing, etc., for the manuals ordered. These should be sent immediately after dispatch of the materials and statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bills. Goods dispatched either by V.P.P. or by the document presented through bank will not be accepted unless agreed to by the purchaser.

**11. SECURITY DEPOSIT:** In the case of orders above Rs.5,000/- with deliveries of 3 months or above, the seller shall, within 14 days after written notice of acceptance of his tender quotation has been pasted to him deposit with the purchaser (in cash or equivalent in Govt. Securities or Bankers Guarantee bond) a sum equal to 5% if total value of the stores detailed in the order as security for the due fulfillment of the contract. No claim shall lie with the purchaser in respect of interest on cash deposits on Govt. Securities or depreciation there of, Purchaser shall be entitled to deduct from the said deposit any loss or damages which they may be put to by reason of any act or default to the seller and recoverable by them from the seller and to call upon the seller to maintain the deposit as its original limit by making further deposits in the event of the seller failing to make and to maintain the Security of deposit in the manner aforesaid the purchaser shall be entitled to cancel the order.

**12. PREFERENTIAL DELIVERY:** It is noted if a correct is placed on a higher tenderer 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 incidentals 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.

**13.GENERAL:** The purchaser reserves the right to split up the tender and place order for individual terms with different, tenderers and also increase the quantity.