

Ruchi's
MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,
PURCHASE / P35 / MN
BHEL, TRICHY - 620 01



BHARAT HEAVY ELECTRICALS LIMITED

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

PHONE :0431-2577419
GRAMS : BHARATELEC
FAX NO: 0431-2520719
E-mail: cmuthuvel@bhel.in
Web:

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The DGM / Purchase / PSS,
Materials Management,
24 Building (4th floor),
Bharat Heavy Electricals Limited,
Tiruchirappalli - 620014.

Email: pgavictor@bhel.in
Phone: 0431-2577645.

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 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,
Senior Engineer

PURCHASE / PSS / MM.
BHEL, TRICHY - 620 014

BHARAT HEAVEY ELECTRICALS LIMITED
(A GOVT.OF INDIA UNDERTAKING)
HIGH PRESSURE BOILER PLANT
TIRUCHIRAPPALLI-620 014
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.** Sample should be submitted along with Techno-Commercial Bid where sample is insisted in the Enquiry, if sample is not received for the Enquiry where BHEL is insisted, that offer will be summarily rejected. If sample is insisted in the enquiry, then the sample should be super scribed with the enquiry sl. no for identification and evaluation. Samples without the identification will not be considered and offer will be rejected.
2. **Techno-Commercial Bid:** Containing Technical details, specifications, commercial terms, delivery terms, delivery schedule, validity of offer, payment terms (except price details), GST Percentage, HSN code, acceptance for LD clause, etc. as per **ANNEXURE-A(submitted in your company letter head)** 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 superscribed 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 superscribed as "Techno-Commercial Bid and Price Bid" for Enquiry No:Dt:Due Dt.:

Your Quotations should be sent to:

Tender opening cell/ MM,
Room No.26,
24 Building (Ground Floor),
Bharat Heavy Electricals Limited,
Tiruchirappalli - 620 014.

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. Where there is difference between amount quoted in words and figures, amount quoted in words shall only be considered.
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.**
8. Offer/s received after *due date* and time: 02:00 pm will not be considered under any circumstances. Any techno commercial clarifications/request for tender due date extensions with valid acceptable reasons to be addressed to BHEL prior to 48 hours of tender due date. BHEL reserves the rights to extend the due date as per their discretion.
9. **Validity of quoted rates should be maintained for 90 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. destination basis (Inclusive of Packing, Forwarding, and Freight and Transit Insurance charges to supplier account). **All the items should be supplied at our stores, BHEL / TRICHY-14 at your own cost. Offers with any other delivery conditions will be rejected.**

IMPORTANT NOTE: (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)

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

12. Payment Terms (Indigenous)

Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials.

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.

NOTE: 100% payment against dispatch document through bank / 90% payment against through document through bank + 10% payment after acceptance of materials / Cheque payment / payment against proforma invoice / advance payment / current cheque or post-dated cheque along with purchase order will not be accepted and those offers will not be considered.

13. Liquidated Damages / Penalty:-

Liquidated damages shall be 0.5% of the total order value per week 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).

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

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

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

17. GST :

For supplies after implementation of GST i.e. after 30.06.2017, the following conditions will apply and supplier shall fully comply to the below points.

Indigenous suppliers:

- I. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
- II. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- III. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- IV. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- V. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
- VI. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
- VII. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) alongwith penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
- VIII. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

18. 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.

19. Ranking L-1, L-2 etc. shall be done generally on each individual items for the techno-commercially acceptable offers on landed cost to BHEL, Trichy basis and 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.
20. 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.
21. 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.
22. 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.
23. **PACKING AND MARKING:** The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
24. **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 new 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.
25. The Tender Due date falling on public holiday due to any circumstances, the tender will be opened on next working day.
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. **VENDORS CURRENTLY NOT REGISTER WITH BHEL TRICHY & WISH TO PARTICIPATE TO IN THIS ENQUIRY SHOULD FURNISH THE FOLLOWING DOCUMENTARY PROOF / INFORMATION ALONG WITH OFFER.**
- a) Complete postal address with Pin Code.
 - b) Contact Person /s , Phone No, Mobile No, FAX No, Email ID etc.
 - c) Copy of statutory documents – VAT / TIN / EXICISE REGISTRATION / SERVICE TAX REGISTRATION / GST REGISTRATION etc
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.
31. Any corrigendum related to the enquiry will be hosted in the BHEL website only, Bidders should visit the website(s) to keep themselves updated.
32. The Enquiry Number and Due Date which is super scribed on the outer cover of "Techno-Commercial Bid and Price Bid" should be same as per our enquiry number and due date, otherwise BHEL will not be considered that offer for opening and further process.
33. Delivery goods/ items should be securely and suitably packed to avoid transit damages.
34. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

35. COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIER (TO BE SUBMITTED IN COVER NO: 1).
The techno- commercial terms both in the offer and our enclosed format (clause 35) should be same and if any deviation/s in between the offers and enclosed format (clause 35) is found, the commercial terms as per our enclosed format will only be considered.

ANNEXURE –A

KINDLY SPECIFY ALL ENQ SL NOS AS PER BHEL ENQUIRY. (SUBMITTED IN COVER NO: 1)

ENQ SL NO	BHEL SPECIFICATIONS	VENDOR SPECIFICATIONS	WHETHER QUOTED/ NOT QUOTED
10			

COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIERS (SUBMITTED IN COVER NO: 1)

SL NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION/DEVIATION (STRIKE OUT WHICHEVER IS NOT APPLICABLE)
1	VALIDITY	90 Days from Date of technical bid opening	NON DEVIATABLE
2	PRICE QUOTED SHOULD BE INCLUSIVE OF PACKING & FORWARDING ,FRIHT & INSURANCE	FOR-DESTINATION BHEL STORES TRICHY -620014	NON DEVIATABLE
3	GST PERCENTAGE	CGST	INCLUSIVE/EXTRA _____ %
		SGST	INCLUSIVE/EXTRA _____ %
		IGST	INCLUSIVE/EXTRA _____ %
4	HSN CODE	SUPPLIER HAS TO MENTION	
5	DEIVERY SCHEDULE	AS PER TENDER SCHEDULE	
6	PAYMENT TERMS	As per Clause 12 of Terms and Conditions of the Enquiry (Two Part Bid)	ACCEPTED/NOT ACCEPTED
7	LD CLAUSE	As per Clause 13 of Terms and Conditions of the Enquiry (Two Part Bid)	NON DEVIATABLE
8	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :	TO BE FILLED BY VENDOR COMPULSORY
9	GUARANTEE / WARRANTY	REQUIRED/ NOT REQUIRED	
10	TEST CERTIFICATE	REQUIRED/ NOT REQUIRED	
11	SAMPLE	REQUIRED/ NOT REQUIRED	
12	MSE CERTIFICATION	To be attached	ATTACHED / NOT ATTACHED

Vendors Seal & Signature

ANNEXURE –B

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. (SUBMITTED IN SEPARATE COVER NO: 2)

ENQ SL NO	BHEL SPECIFICATIONS	VENDOR SPECIFICATIONS	SUPPLIER SHOULD MENTION QUOTED BASIC PRICE ONLY IN RS (ALL OTHER TERMS ARE ALREADY QUOTED IN ANNEXURE –A)
10			

Vendors Seal & Signature