

General Note: **BHARAT HEAVY ELECTRICALS LIMITED**

Page:1/1

(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 :
 Web :

429-002/A

OFFICE COPY	Collective No.	Enquiry Date	Due Date For Quotation
	2001900091	12.06.2019	04.07.2019
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order			

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	AC3 70A 3 POLE CONTACTOR SERIES A1 COIL VOLTAGE: 415V CAT NO: MC10EN MAKE BCH ONLY.	NO	3.000	3.00	03.08.19
20	ELECTRONIC STAR DELTA TIMER WITH 1 NO + 1 NC. 0.2 TO 20 SEC/1 - 200 SEC. COIL VOLTAGE: 415V/240V. MAKE BCH ONLY.	NO	10.000	10.00	03.08.19

General Note:**Enclosures:**

"LD clause has to be confirmed without fail."

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.

PR Links

Material.	PR.No	PR.Item.	Quantity	Acc. Assign	Customer Number
	125162721	00010	3.000	/000000	
	125162721	00020	10.000	/000000	

list of suppliers

RFQ-5200008322

Open Tender Dummy Code

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**

Reetu
 12/6/19
 MANAGER / PURCHASE
 (FOSSIL BOILERS)

REETU RACHEL VARGHESE
 Senior Engineer
 MM / PSS / Services
 BHEL, TRICHY - 620 014.

BHARAT HEAVY 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.

2. Techno-Commercial Bid: Containing Technical details, specifications, commercial terms and conditions like percentage of P&F charges, Freight & Insurance, GST, delivery terms, delivery schedule, validity of offer, payment terms (except price details), 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 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:

*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 to the above address.

6. Tenders should be free from CORRECTIONS 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.

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-go down / 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 EFT payment after 60 days from the date of receipt and acceptance of materials.

Any deviation in the above payment terms, any other conditions in Payment terms or any other payment terms will not be accepted.

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.

Liquidated Damages (LD): Any deviations shall attract loading to the extent of relaxation sought to which it is not agreed by the bidder at offered value.

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

14. 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:

- a. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly have been mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
- b. 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.
- c. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d. 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.
- e. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty 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.
- f. 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.
- g. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with 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.
- h. 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.

15. If Guarantee / Warranty period is applicable as per tender specification, no deviations are permitted and **deviated offers are liable for rejection.**

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

17. If any GST is payable as extra to the quoted price it should be specifically stated in quotations along with GST Number failing which the purchaser will not be liable for payment of GST. Our GST is [33AAACB4146P2ZL](#).

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. In special circumstances, 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 materials 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. 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.

27. 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.

28. VENDORS CURRENTLY NOT REGISTERED WITH BHEL TRICHY & WISH TO PARTICIPATE IN THIS ENQUIRY SHOULD FURNISH THE FOLLOWING DOCUMENTARY PROOF / INFORMATION ALONG WITH OFFER, OTHERWISE YOUR OFFER WILL NOT BE CONSIDERED FOR EVALUATION.

- a) Copy of Registration certificate
- b) Banker's Information with copy of Bank Pass Book first Page.
- c) Complete postal address with Pin Code.
- d) Contact Person /s, Phone No, Mobile No, FAX No, Email ID etc.
- e) Copy of statutory document i.e GST.
- f) ISO certificate (if applicable)
- g) Copy of Purchase Order & Experience certification as proof of supply of similar item to any Govt. Agencies / PSU / Organizations.
- h) Balance Sheet for last three financial years along with audit report is to be submitted.
- i) Partnership Deed if applicable.

29. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE) FOR MANUFACTURES ONLY AND NOT FOR THE TRADERS/DEALERS OF SERVICE CATEGORY - VIDE OFFICE MEMORANDUM CIRCULAR OF MICRO, SMALL & MEDIUM ENTERPRISES, CLAUSE – I, DT: 09.02.17)

- i. 25% of the tendered quantity is earmarked for MSE in this tender.
- ii. Out of the 25% tendered quantity, 3% is reserved for Women owned MSEs and 6.25% is reserved for MSE owned by SC / ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the

tender process or meet the tender requirements and the L1 price, the (3% + 6.25%) sub-target for procurement ear-marked MSE owned by Women and SC / ST entrepreneurs shall be met with other MSE enterprise/s.

- iii. 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 equally.
- iv. 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 in acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per Annexure I where deemed validity of EM II certificate of five years have 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 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.
- v. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.
- vi. All supplier (new/old) will be eligible for registration/renewal with BHEL as MSE supplier and provided at least any one of the following documents are submitted along with tender documents
 - a. Valid NSIC Certificate (or)
 - b. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) (or)
 - c. EM II certificate along with attest copy of CA certificate (as per prescribed format at Annexure-I) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause (iv) at the time of tender evaluation.
 - d. Udyog Aadhar memorandum with Attested copy of latest audited CA certificate (relevant financial year as per prescribed format at Annexure-I).

30.1

- a. 25% of the tendered quantity is earmarked for MSE in this tender. The earmarked 25% quantity will be counter offered to the MSE vendors whose rate is within L1+15% band & up to H1 of MSE. In case of non-acceptance of the counter offering of 25% reservation to MSE vendors, the total tender quantity will be ordered as mentioned in 25.1 (c). For the balance 75% of the tendered quantity, BHEL reserves the right to order the tender quantity 100% on L1 vendor. Counter offering of L1 rate will not be made with any H1 vendor of Non-MSE
 - b. If L1 is from a Micro / Small enterprise, the 25% earmarking provision is not applicable.
 - c. If there is no response from MSE vendors the above split up of 25.1 (a) & 25.1 (b) will not be applicable and the total tender quantity will be share among L1 vendors.
 - d. In case of counter offering rate does not accepted by the L2 as well as L3 vendor, such counter offer quantity also will be ordered on L1 vendor.
 - e. In case of tender item is non-splittable or non-divisible etc., MSE quoting price within price band L1+15% may be counter offered for full/complete supply, provided MSE Manufacturer has to match the L1 rate.
31. 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.
32. 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.

33. 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.
34. Any corrigendum related to the enquiry will be hosted in the BHEL website only, Bidders should visit the website(s) to keep themselves updated.
35. **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.**
36. **Delivery goods/ items should be securely and suitably packed to avoid transit damages.**
37. **Vendor should furnish data as required in Annexure – C (Attached) with Signature & Seal.**
38. **The Bidder should submit the following along with the Quotation, in order to consider the offer. Offer without the following will be summarily rejected.**
Letter of Authorization: If offer is quoted by agents or traders (other than manufacturers), Letter of Authorization from manufacturer (or) Dealership Certificate from M/s. BCH Electric Ltd. should be submitted along with offer.

Annexure – I

Certificate by Chartered Accountant on letter head for MSE bidder

This is to Certify that M/S (hereinafter referred to as 'company') having its registered office at is registered under **MSMED Act 2006**, Udyog Aadhaar Memorandum(UAM) / Entrepreneur Memorandum(Part – II) **No:** dtd:, Category:(Micro/Small/Medium). (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 MSMED Act, 2006 :
Rs.Lac.

(Strike off whichever is not applicable)

The above investment of Rs.Lacs is within permissible limit of Rs. Lacs for..... Micro / 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**KINDLY SPECIFY ALL ENQ SL NOS AS PER BHEL ENQUIRY. (SUBMITTED IN COVER NO: 1)**

ENQ SL NO	BHEL SPECIFICATIONS	YOUR SPECIFICATION	WHETHER QUOTED/ NOT QUOTED
10			

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

SL NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION
1	VALIDITY	90 Days from Date of tender opening	Non-Deviatable
2	DELIVERY REQUIREMENTS	FOR-DESTINATION BHEL STORES TRICHY -620014	Non-Deviatable
3	PACKING & FORWARDING	SUPPLIER OPTION	INCLUDED / EXTRA - INCASE OF EXTRA MENTION THE PERCENTAGE _____ OR AMONT _____
4	GST clearly mention the percentage.	SUPPLIER OPTION	INCLUDED / EXTRA - INCASE OF EXTRA MENTION THE PERCENTAGE _____
5	HSN CODE		
6	FREIGHT	SUPPLIER OPTION	INCLUDED / EXTRA - INCASE OF EXTRA MENTION THE ERCENTAGE _____ OR AMONT _____
7	DEIVERY SCHEDULE	30 Days from the date of PO	
8	PAYMENT TERMS	As per Clause 12 of Enquiry Terms and Conditions	
9	LD CLAUSE	As per Clause 13 of Enquiry Terms and Conditions	
10	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :	
11	TEST CERTIFICATE		
12	GUARANTEE / WARRANTY		
13	MSE STATUS	Should attach the documents called for in enquiry Terms & Conditions	

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	YOUR SPECIFICATION	SUPPLIER SHOULD QUOTE BASIC PRICE ONLY IN RS (ALL OTHER TERMS ARE ALREADY QUOTED IN ANNEXURE –A)
10			

Vendors Seal & Signature

ANNEXURE –C

THE FOLLOWING DATA SHOULD BE FURNISHED BY NEW VENDOR

- 1. NAME & ADDRESS OF THE VENDOR : :**
- 2. CONTACT / COMMUNICATION DETAILS : PERSON:**
LANDLINE & MOBILE NO:
FAX NO.:
EMAIL ID:
- 3. BUSINESS TYPE : MANUFACTURER / TRADER / AGENT**
- 4. BUSINESS STATUS : MSE / NON-MSE (IN CASE OF MSE, NECESSARY DOCUMENTS SHOULD BE FURNISHED)**
- 5. MSE TYPE : MICRO / SMALL**
- 6. MSE OWNER CATEGORY : SC / ST (COMMUNITY CERTIFICATE SHOULD BE FURNISHED)**
- 7. TYPE OF MSE FIRM : PROPRIETARY / PARTNERSHIP (IN CASE OF PARTNERSHIP FIRM, PERCENTAGE OF SHARE HELD SHOULD BE FURNISHED)**
- 8. GST NO (DOC. PROOF SHOULD BE FURNISHED) :**
- 9. PAN NO. :**

(SIGNATURE & SEAL)