AN ISO 9001 COMPANY

Bharat Heavy Electricals Limited
[A Government of India Undertaking]

Materials Management/Manufacturing
Tiruchirappalli - 620 014, INDIA
☎: 0431 – 2577645
E mail : pgavictor@bheltry.co.in

Ref: NIT_35631 Dt: 13.12.17

CORRIGENDUM-1

TENDER No: 1901700282

CORRIGENDA-1 TO OUR ENQUIRY REF- 1901700282 dt: 17.11.17

FOR THE SUPPLY OF SILVER OAK SCANTLING & REEPERS

Ref: NIT_ 35631

Ref.: 2017_BHEL_266132_1

CORRIGENDUM-1 DETAILS

1. EPS report page no.3- scantling size 20 70x70x2500mm indicated for SL no.20 shall be read as 70x70x1000MM.
2. Annexure-A point no.06 of page no.2 has been modified with reference to Annexure-A/Rev-1
3. Annexure-B/point no.5 has been modified with name of Annexure-B/Rev1
4. Vendors should submit the quotation with revised Annexures only, (ie.duly signed & sealed copy of Annexure-A/Rev-1,& Annexure-B/Rev-1)
5. All other terms and conditions as published in the NIT_35631 remain unaltered

This is for your information.

13/12/17
P.G. Abraham Victor.
DGM/Purchase/PSS

P.G. ABRAHAM VICTOR
Dy. General Manager
PSS / Purchase / MM
BHEL, TRICHY - 620 014.

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I. PROCEDURE FOR ENTERPRISE PROCUREMENT SYSTEM (EPS)

a. Interested bidders / Suppliers shall submit their offer through e-Procurement mode at https://bheleps.buyjunction.in Offers in any other mode will not be accepted. For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps.

REQUIREMENTS

1. A PC with Internet connectivity.
2. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)
3. The site is best viewed in Internet Explorer 9.0. If you are using Internet Explorer 10 or above then enable compatibility view available under Tools menu
4. Install Java 1.8 Update 67/72/79/77 (32 OR 64 Bit)

MANDATORY REQUIREMENT:

Suppliers interested for registration for BHEL Open Tenders should have a valid DSC (Digital Signature Certificate) before Proceeding forward for Registration. Herein a Valid DSC refers to an Active and unexpired Signing and Encryption Certificate, with specification Class III SHA 2 2048 bit.

UNREGISTERED SUPPLIER IN EPS:

Procedure for Online Registration in EPS for Open Tender Suppliers for BHEL
Unregistered Supplier: Supplier visits EPS at https://bheleps.buyjunction.in
Please follow the below steps for registration

1. Click Register Button (Top of the Screen)
2. Please input your organization PAN No (in case of Indian supplier) or click “Foreign” in case you are an overseas Supplier.
3. Click on INTERESTED Button against the respective BHEL Unit
4. Key in your desired login id (Login Code should be 8 - 24 characters in length and can only use numeric values) If you have registered by keying in PAN No. then your desired login id will be prefixed by “OTI”, In case of overseas suppliers it will be prefixed with “OTF”
5. Fill in the other details.
6. Fill in the Captcha code and click next
7. Register your Signing certificate and click next
8. Select atleast one procurement category you may be dealing in.

Once the above steps are completed, your profile will be activated by mjunction within 2 business hours. After registering follow the steps provided in “For Registered Supplier” to view RFQ.
In case of any assistance, please call the following nos for support: **033-6601 1717 (From 9:30am to 5:30pm)**
NB:-
1 -- BHEL Administrator or user will have no role for approving Registration and Open Tenders and DSC for Any supplier who has registered himself from the front END which is in case of OT.

FOR REGISTERED SUPPLIER IN EPS:

a. Supplier visits EPS home page
b. Supplier signs in with their user id and password
c. Selects the RFQ Code and views it.
d. Attaches themselves to the RFQ by clicking the interested button
e. Supplier fills the bid template and makes necessary attachments
f. Supplier submits their bid by clicking CONFIRM.
In case of any assistance, please call the following Nos for support:
033-6601 1717 (From 9:30am to 5:30pm)

b. Bidders are requested to quote their offer price on F.O.R Destination (BHEL/Stores) basis only (The basic price of the material quoted in the bid should be inclusive of Packing, Forwarding, freight and transit insurance, etc.,). Ex-works offers will be summarily rejected without further clarification.
c. No charges shall be indicated as “Lumpsum” or “Approximate” in absolute value. All charges like taxes and duties should be clearly specified as “percentage” of the quoted rates.
d. If GST is payable as extra to the quoted price, should be specifically stated in quotations along with GST no., failing which the purchaser will not be liable for payment of tax. GST is rolled out on 01.07.17, bidder shall submit their GSTN details. Our GSTN is 33AAACB4146P2ZL
e. Manufacturer’s name, trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
f. Products with I.S.I. certification marks will be preferred.
g. The Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept in Part or full without assigning any reason whatsoever.

h. The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

i. The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and mjunction Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.

j. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

II.TERMS AND CONDITIONS OF THE ENQUIRY

1. Offers received from MSE vendors only will be considered for this Enquiry
2. Offers should have a validity of minimum 90 days from the date of Technical bid opening. The quoted/**Finalized rates shall be Firm for one year from the date of finalization of Rate Contract** / till completion of the supplies including amendment / deviation / extension if any in quantity / date.
3. On the due date of tender opening, only technical bids will be opened. The 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. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification, pre-qualification criteria and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.
4. No revision of prices will be entertained at any circumstances after tenders are opened.
5. Bidders should quote for all sizes without fail. If bidder is not quoting any one of the items, their offers will not be considered for further processing and those bids will be summarily rejected.
6. Splitting & delivery pattern of L1 vendor quantity & counter offering quantity are shown below.

L1 vendor delivery pattern (50% of tender quantity)

Sl.No	SIZE	I LOT	II LOT	III LOT	IV LOT	V LOT
		45 DAYS **	75 DAYS **	105 DAYS **	135 DAYS **	165 DAYS **
1	70x70x2000 scantlings	1000	1000	1000	1000	1000
2	70x70x1000 scantlings	2150	2150	2150	2150	2150
3	70x30x2000 Reepers	1600	1600	1600	1600	1600
4	70x30x1500 Reepers	1500	1500	1500	1500	1500
5	100x100x2000	150	150	150	150	150

Counter offering -1 splitting pattern (30% of tender quantity)

Sl.No	SIZE	I LOT	II LOT	III LOT	IV LOT	V LOT
		45 DAYS **	75 DAYS **	105 DAYS **	135 DAYS **	165 DAYS **
1	70x70x2000 scantlings	600	600	600	600	600
2	70x70x1000 scantlings	1290	1290	1290	1290	1290
3	70x30x2000 Reepers	960	960	960	960	960
4	70x30x1500 Reepers	900	900	900	900	900
5	100x100x2000	90	90	90	90	90

Counter offering -2 splitting pattern (20% of tender quantity)

Sl.No	SIZE	I LOT	II LOT	III LOT	IV LOT	V LOT
		45 DAYS **	75 DAYS **	105 DAYS **	135 DAYS **	165 DAYS **
1	70x70x2000 scantlings	400	400	400	400	400
2	70x70x1000 scantlings	860	860	860	860	860
3	70x30x2000 Reepers	640	640	640	640	640
4	70x30x1500 Reepers	600	600	600	600	600
5	100x100x2000	60	60	60	60	60

a. The order of split up ratio 50:30:20 are applicable for this enquiry. ie. 50% order will be awarded on respective L1 ranking and balance 30% & 20% order will be awarded individually on who has accept the L1 rate by next commercial ranking in sequence of L2,L3,L4…etc.
b. In case of counter offering, if L1 rate is not accepted by the any one of the vendors, full quantity will be ordered on L1 vendor.
c. In the case of counter offer vendors, if offer (counter qty.) is not accepted by any one, same % of quantity will be extended to other rankers (Except H1) till reaches maximum vendors with respect to the below splitting table.
d. Ranking L-1, L-2 etc. shall be done for 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.

7. BHEL reserves the right to short close or reduce the quantity mentioned in the Enquiry / Purchase Order.

8. In case of failure in supplying the items as per PO terms and conditions within the delivery period, BHEL reserves the right to cancel the PO and share the quantity among other vendors who qualified as per the split up ratio. Also such failed vendors will be removed from this Enquiry and their share quantity will be distributed equally among other qualified vendors as per the split up ratio.

9. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price. BHEL also reserves the right to reject abnormally low bids. BHEL reserves the right to increase or decrease the tender quantity.

10. The rates are to be quoted on F.O.R. destination basis only (Inclusive of Packing, Forwarding, and Freight and Transit Insurance charges to supplier account). Other delivery conditions 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 and such offers will be summarily rejected.

11. Payment Terms (Indigenous):
Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials at BHEL Trichy stores. 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.

12. Liquidated Damages (LD) clause.
~~Single **delivery schedule:**~~
~~If the Supplier fails to deliver the P.O quantity within the period specified in the contract, then the Purchaser shall deduct liquidated damages, 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.~~
~~*(Once the PO delivery due date is crossed, all the bills issued after the PO delivery date have to be clubbed till final dispatch and forwarded for processing of payment as a single bunch, ie. 100% Order should be completed for processing the bill. LD percentage will be calculated from PO delivery due date to final despatch date for total order value.)*~~

Staggered delivery schedule
In case of staggered delivery schedule, if the Supplier fails to deliver the quantity of any line item of the P.O within the period specified in that line item, Purchaser shall deduct Liquidated Damages, 0.5% of the undelivered portion per week delay or part thereof subject to 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).

13. 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 dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefor. 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 in LD clause above.

14. BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.

15. Instructions for GST & Invoice Submission

The following conditions will apply and supplier shall fully comply to the below points.

a. *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..*

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/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.*

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%) 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.*

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.

16. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE) BIDDERS:

i. 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 II** 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.

ii. 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.

iii. 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-II**) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over However credential of all MSE suppliers will be verified before considering the intended benfits for MSE suppliers as per clause (i) at the time of tender evaluation.

d. **UDYOG AADHAR Number for MSE vendors (Details as per point no.17)**

17. Online registration of Udyog Aadhar and providing benefit of Public Procurement Policy for MSE vendors

For ease of registration of Micro, Small and Medium Enterprises (MSMEs), Ministry of MSME has started Udyog Aadhar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs),Order 2012.

As per the Gazette notification dated 21.09.2015 of notification no. S.O. 2576(E) dated 18.09.2015 issued by Ministry of MSME regarding filing of Udyog Aadhaar by Mico, Small and Medium Enterprises. As per the notification, it is compulsory to register any new MSME on the Udyog Aadhaar portal.

Udyog Aadhaar portal is now operationalized and is available at http://udyogaadhaar.gov.in / where MSME can file the Udyog Aadhaar. FAQ link of the same is available at http://udyogaadhaar.gov.in/UA/FAQ.aspx.

"………After the notification dated 18-09-2015, filing of EM-I/II by States/UTs should be discouraged and instead all efforts be made to popularize the filing of UAM on the portal created by Ministry of MSME i.e. http://udyogaadhaar.gov.in..."

"…It is clarified that once the UAM has been notified dated 18-09-15, there cannot be a different cut-off date announced for adopting UAM. However, in order to maintain continuity, the cases of EM-I/II filing under process till 18-09-2015 may be accepted…."

"….All other online/ offline systems of registration of MSMEs created and maintained by Central/State/UT Governments should cease to register new MSMEs forthwith. Such online platforms may be allowed to exist for the time being to enable access to useful legacy data for decision making. Henceforth, there should be only one system i.e. UAM for the registration of new MSME units….."

Hence, vide above gazette notification the registration of MSMEs is permitted based on the Udyog Aadhaar since filing of EM II may cease to exist for registering MSMEs in the near future.

18. Conditional offers are likely to be rejected.

19. Bidders not confirming to the enquiry specifications will be disqualified.

20. The correspondences between the bidder and BHEL through email are 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.

21. Disclaimer Clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

22. 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 offer, 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 offer at any point of time and also under any stage of the finalization of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.

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

24. The Tender Due date falling on public holiday due to any circumstances, the tender will be opened on next working day.

25. 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.

26. Any other conditions which might have been quoted by the seller and are in contravention to the terms and prescribed in the enquiry and which have not been specifically accepted by purchaser will not be applicable to the contract.

27. 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.

28. ARBITRATION: All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and it's subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirapalli as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of Contract.

COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIERS
TO BE SUBMITTED ALONG WITH PART – I (TECHNO COMMERCIAL BID)

SL. NO	DESCRIPTION	BHEL REQUIREMENTS	Supplier confirmation (strikeout whichever is not applicable)
1	Validity	90 days from the date of technical bid opening	Non Deviatable
2	Price Quoted	F.O.R Destination BHEL Stores / Trichy	Non Deviatable
3	GST	Supplier Option	Inclusive / extra ___________ %
5	Delivery Schedule	**PO delivery should be effected in staggered manner within 45 - 165 days from the date of PO as indicated on the Annexure-A point no.6**	Non Deviatable
6	Payment Terms	After 45 days from the date of receipt and acceptance of materials at BHEL.	Accepted / Not Accepted
7	LD Clause	0.5% of the undelivered portion per week delay or part thereof subject to maximum of 10% of the total order value (for details please read s.no:12 of "Annexure – A/rev-1")	Non-deviatable
8	Risk Purchase Clause	(For Details Please Read S.No:13 Of "Annexure – A/rev-1")	Non Deviatable
9	Price Variation	No price revision shall be entertained till completion of ordered quantity including PO amendment if any.	NON DEVIATABLE
10	Contact Person Details	Name: Mobile no: Email :	**To be filled Compulsorily**
11	Material should be supplied AS PER THE SPECIFICATION (PR:CHEM:17/Rev-03) and ISPM-15 standard, The standard "ISPM-15" stencil seal should be punched at every 500mm on any one side.		Non Deviatable
12	2 Copies of Test Certificate are to be enclosed along with DC.		Non Deviatable
13	Bidders have to confirm that, whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL. **(With reference to S.No.22 of Annexure – A/rev-1).**		Yes / No
14	In case of failure in supplying the items as per PO terms and conditions within the delivery period, BHEL reserves the right to cancel the PO and share the quantity among other vendors who qualified as per the split up ratio. Also such failed vendors will be removed from this Enquiry & future tenders and their share quantity will be distributed equally among other qualified vendors as per the split up ratio.		Yes / No
15	Documents as called in Sl.No.16 of terms & conditions attached (MSE Status) **a. Valid MSE/NSIC certificate** ☐ **(or)** **b. EM II certificate** ☐ **(or)** **c. EM II certificate** along with attest copy of CA certificate (**ANNEXURE-II**) ☐ **(or)** d. **UDYOG AADHAR Number** ☐		**Attached / Not Attached**

IMPORTANT NOTE:
AUTHORIZED PERSON HAS TO SIGN & SEAL ALL THE PAGES OF THE TENDER DOCUMENT AND HOULD BE ATTACHED IN PART-1 OF THE EPS PORTAL .