

IMPORTANT NOTE TO TENDERERS
(FOR INDIGENOUS & OVERSEAS SUPPLIERS)

This Tender is floated on TWO-BID System. Tenders are requested to submit their offers in TWO-BIDS (Part I: Un priced bid and Part II: Price Bid) separately in a sealed cover as follows.

1. **Part I: UN PRICED BID:** (Complete with technical & Commercial conditions as per enquiry including un priced copy of price schedule i.e. identical to part II with prices blanked and replaced by “Quoted”) .

The Tenderer should confirm their acceptance / comments to the Enquiry along with other commercial Terms & Conditions of the Tender. In case any deviation is taken by the Tenderer from the Tender requirements, it is to be clearly indicated in the offer with reference to the particular clause. If such deviations are not explicitly indicated in the offer, it will be construed by BHEL that the Tenderer is complying with Annexure Clause(s), Commercial terms & conditions and other conditions in full.

2. **Part II: PRICE BID:** Price (with break-up details wherever required) to be indicated.
3. **Both Un priced Bid and Price Bid is** to be submitted in a single envelop before 1400 hours (Indian Time) on tender Due Date.
4. The **Unpriced Bid** shall be put in a separate sealed cover superscribed with Tender number, Tender Date & Tender Due Date and also the cover should be clearly marked with “UNPRICED BID”.
5. The **Price Bid** shall be put in a separate sealed cover superscribed with Tender number, Tender Date & Tender Due Date & the cover should be clearly marked with “PRICE BID”.
6. Both the individually enveloped **UNPRICED BID** and **PRICE BID** covers as mentioned above, have to be put in another single bigger cover clearly indicating Tender number, Tender Date & Tender Due Date at the top of the cover.
This cover is to be addressed to

Purchase Executive,
Purchase Department,
Seamless Steel Tube Plant (SSTP),
BHEL, Tiruchirapalli-620014, India.
Phone No: 91 431 2574272

7. Unpriced Bid shall only be opened on the Tender Due Date mentioned in the Tender, in the presence of Tenderers / their Authorized Representative, who may like to be present for such opening. The price bid will NOT be opened on the date of tender opening.
8. After opening the Unpriced Bid, they shall be evaluated by BHEL for their suitability. BHEL shall hold discussions with the responded Tenderers on the Technical and Commercial terms and freeze the terms & conditions of the offer.. These frozen technical specifications will be communicated to responded tenderers.
9. BHEL shall offer opportunity to the responded and technically / commercially suitable Tenderers, to submit their latest Price Bid/ Impact of prices, if any in line with the frozen technical, Commercial, delivery conditions.
10. This latest Price Bid & the Impact of prices for the frozen technical specifications submitted by the Tenderers will be opened in the presence of Tenderers. Based on the above, the ranking of the Tenderers shall be made and accordingly the Tender shall be finalized.

Important Note to MSE Vendors

1. 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
2. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.
3. 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.
4. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or 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 limit as per the act for relevant status (Micro or small) where the deemed validity of EM IIs over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Certificate by Chartered Accountant

This is to Certify that M/S,
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
MeMemorandum No (Part—II).....dtd:.....,
Category:..... (Micro/Small)). (Copy enclosed).
Further verified from the Books of Accounts that the investment of the company as on
date 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.5.0.1722(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 the MSMED Act, 2006:
Rs. Lacs

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.

Date:
(Signature)
Name -
Membership number -
Seal of Chartered Accountant

Annexure – B.
Technical Conditions

Vendor Code:	Vendor Name:	
Tender No.:	Tender Date:	Tender Due Date:

Sl.No.	Technical Requirement	Accepted
B.1.	To supply of Materials as per Tender Specifications/ Drawing without any deviation.	
B.2.	To supply of materials with suitable packing to avoid transit Damage	
B.3	Make: (If applicable, give details)	
B.4	Guarantee/Warranty certificate : (If applicable, give details)	
B5	Test certificate/Chemical composition certificate : (If applicable, give details)	
<u>Deviations, if any (attach additional sheet, if reqd) :</u>		

Signature :

Date :

Seal :

Annexure – C. **Commercial Conditions**

Vendor Code:	Vendor Name:	
Tender No.:	Tender Date:	Tender Due Date:

Sl. No.	Commercial Terms	Accepted		
C1.	<u>Delivery Terms :</u> Free delivery at BHEL/SSTP Stores.			
C2.	<u>Payment :</u> 100% after 45 days after receipt and acceptance of materials by BHEL			
C3.	<u>LIQUIDATED DAMAGES:</u> It is clearly understood among the parties to the Contract that TIME IS THE ESSENCE OF THE CONTRACT. Therefore, the delivery of the goods specified in the Purchase Order shall be made within the time prescribed. Where the Seller supplies or despatches the goods, beyond the delivery period specified, and the Purchaser will have no obligation to accept the goods. If accepted, Liquidated Damages at the rate of 0.5% (Zero point five Percent) of the value of goods delayed, per week of delay, subject to a maximum of 10% (Ten Percent) or part thereof, will be levied without prejudice to any other relief or compensation due to the Purchaser under any other conditions of the Contract. <u>RISK PURCHASE:</u> Alternatively, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase elsewhere at the risk and cost of Seller, either the whole of the goods or any part, which the Seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available the best and nearest available substitute thereof. The Seller shall be liable for any loss, which the Purchaser may sustain by reason of such Risk Purchase(s), in addition to penalty at the rate mentioned as above.			
C4.	<u>Delivery Period :</u> <table><tr><td>Delivery from PO Date</td></tr><tr><td>Within one month</td></tr></table>	Delivery from PO Date	Within one month	
Delivery from PO Date				
Within one month				
C5.	<u>Validity – 90 Days from the date of Tender Opening.</u>			
<u>Deviations, if any (attach additional sheet, if reqd) :</u>				

Sl.No.	Commercial Terms	
C6.	a. Packing and Forwarding (%)	
	b. Freight (%)	
	c. Insurance (%)	
C7	a. TIN No & PAN No.	
	b. GST No:	
	c. GST (%)	
	d. HSN code	
C8.	Other Cost (if any) - % (or) Rs.	
C9.	Are you Micro/Small/Medium Industry? <u>(If YES, please furnish MSM Regn.No., along with a copy of MSM Certificate)</u>	YES / NO MSM No. MSM Certificate enclosed(Yes/NO)
C10.	Contact detail Name Mobile No. Mail Id	

Signature with Date :

Seal :

Annexure-E - Important Note to New Vendors

The new vendors will be required to furnish the following documentary proof/ information along with their offers:

1. Certificate of registration to sale the items (copy of certificate to be submitted).
2. Banker's information (copy of bank pass book first page to be submitted).
3. MSME vendor certificate (if applicable).
4. Address of your organization (complete postal address with PINCODE).
5. Contact person's Phone No. /Mobile No. / FAX No. /E-mail ID.
6. Statutory documents – VAT / TIN / EXCISE REGISTRATION / CST REGN / SERVICE TAX REGISTRATION etc. (copy to be furnished)
7. NSIC/SSI Certificate (if applicable)
8. ISO Certificate (if applicable)
9. Experience certificate as proof of supply of similar items to any Govt. agencies / PSU / Organisations (copy of PO's to be furnished).
10. Audit Report/ IT Return (if applicable)
11. Agency agreement with manufacturer (if applicable)
12. Partnership Deed (if applicable).

If the new vendors fail to submit the above documentary proof/information, their offers will not be considered for this enquiry.

TERMS AND CONDITIONS OF ENQUIRY

1.0 OFFER

1.1 Each Tender shall be sent in double cover. Inner cover shall be sealed with Tenderer's distinctive seal and super scribed with correct Enquiry No. and Enquiry Due Date. The Outer cover shall only bear the address of this Office and shall not have any indication that a Tender is within. Two or more Offers shall not be sent in one cover but the Offer against each Enquiry shall be sent separately to avoid confusion. Tender shall not be addressed to any individual's name but only by Designation.

1.2 Tenders shall 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 the amount quoted in words and figures, amount quoted in words shall prevail.

1.3 Rate(s) shall be net F.O.R./BHEL-SSTP STORES, inclusive of risk in transit and remain valid for 60 days from the Enquiry Due/other Taxes/Duties.

1.4 If any Sales Tax and/ or Excise Duty and/ or other Taxes/Duties is/are payable as extra to the quoted Rate, it shall be specifically stated in offer, failing which the Purchaser will not be liable for payment of Sales/Excise Duty/other Taxes/Duties.

1.5 No voluntary revision of prices will be entertained after opening the Tender(s).

1.6 Manufacturer's Name, Trade Mark or Patent No., if any, shall be specified. Illustrative leaflets giving technical particulars are required along with the Offer, wherever necessary.

1.7 Products with I.S.I. Certification Marks will be preferred.

1.8 The Purchaser shall be under no obligation to accept the Lowest Tender or any other Tender. The Purchaser shall be entitled to accept or reject any Tender, in part or full, without assigning any reason whatsoever.

1.9 The Purchaser also reserves the right to allow the Purchase Preference Facilities to the Public Enterprises, as admissible under Government Policy and Amendments thereto from time to time.

1.10 BHEL reserves the right to increase or decrease the Tender Quantity and split the Tender Quantity among more than one Tenderer and place Orders accordingly in proportion, based on commitment, requirement and Supplier's capability in terms of delivery and quality.

1.11 Lowest Rate received against Tender(s) need not be the technically acceptable L-1 Rate and BHEL reserves the right not to consider the same.

1.12 BHEL reserves the right to negotiable or re-float the opened Tender, if L-1 rate is not the lowest acceptable rate to them, inter-alia other reasons.

1.13 BHEL reserves the right to negotiate the L-1 Rate.

1.14 BHEL may order more than one Vendor at the lowest acceptable Rate.

2.0 **SAMPLES:** Wherever possible, samples shall be submitted separately whether specifically requested or not, so as to reach the Purchaser on or before the Enquiry Due Date. They shall be clearly marked with the Enquiry No. and Enquiry Date, on the cover to facilitate identification.

3.0 **PACKING AND MARKING:** The Seller shall arrange for securely protecting and packing the stores to avoid loss or damage during transit.

4.0 **TERMS OF PAYMENT:** 100% Payment will be made after 45 days of receipt & acceptance of materials at BHEL. Wherever required by the Purchaser, the successful Tenderer must send the Operation and maintenance Manual(s), Test Certificate(s), Drawing(s) etc., for the materials ordered, along with the materials and a statement to that effect shall be made in the invoice. Failure to comply with this provision, will result in delay in payment of the Bill(s), Goods dispatched either by V.P.P. or routing the documents through Bank, will not be accepted unless agreed to by the Purchaser.

5.0 **LIQUIDATED DAMAGES:** It is clearly understood among the parties to the Contract that TIME IS THE ESSENCE OF THE CONTRACT. Therefore, the delivery of the goods specified in the Purchase Order shall be made within the time prescribed. Where the Seller supplies or despatches the goods, beyond the delivery period specified, and the Purchaser will have no obligation to accept the goods. If accepted, Liquidated Damages at the rate of 0.5% (Zero point five Percent) of the order value , per week of

delay, subject to a maximum of 10% (Ten Percent) or part thereof, will be levied without prejudice to any other relief for compensation due to the Purchaser under any other conditions of the Contract.

6.0 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 Seller, either the whole of the goods or any part, which the Seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available the best and nearest available substitute thereof. The Seller shall be liable for any loss, which the Purchaser may sustain by reason of such Risk Purchase(s), in addition to penalty at the rate mentioned in Clause No.05 above.

7.0 CENVAT CREDIT:

7.1 Please explicitly indicate the following in the Offer to enable us to avail CENVAT Credit.

7.1.2 Central Excise Chapter Heading Number, under which the goods will be cleared and Present Rate of Excise Duty.

7.2 In the event of an Order being placed, Excise Duty will be reimbursed only based on the Duplicate Copy EXCISE INVOICE (Transporters Copy), Seller shall take acknowledgement from the authorized personnel/transporter, while delivering the goods, for having handed over the above Duplicate Copy.

7.3 If the Seller is a First Stage Dealer/Second Stage Dealer/Depot/Consignment Agent/Importer/Importer-Agent, the Seller has to confirm that he will be following the procedures in terms of the provisions of Central Excise Rules-2002 to enable BHEL to avail CENVAT Credit, under CENVAT Credit Rules-2002.

7.4 All the time of submission of Invoice(s), the Seller is required to furnish the following Certificate.

The Amount of Rs. (Rupees in words.) claimed as CENVAT in the Bill is in accordance with the provisions of the Rules in all respects and that the same has been paid to the Central Excise Authorities in respect of the materials covered by the Bill.

8.0 GENERAL: Any other conditions which might have been quoted by the Seller and are in contravention to the Terms prescribed in the Tender/Order and which have not been specifically accepted by the Purchaser, will not be applicable to the Contract and BHEL's standard Terms and Conditions shall only be applicable.

9.0 IMPORTANT NOTE:

9.1 In the event of quoting Packing and Forwarding charges extra in the offer, the Packing charges and Forwarding charges shall be separately quoted and shall not be combined. Also please note that no Excise Duty and Sales Tax shall be payable on Forwarding charges. In case this is not complied with, corresponding Excise Duty and Sales Tax on packing charges will not be paid.

9.2 Tenderer is requested to furnish all the details called for in the Tender. In case any required data/information is / are not furnished in the Offer, Purchaser reserves the right to assume the same for the purpose of evaluation/comparison and decide the Tender accordingly.

10.0 Important Note to MSE Vendors:

10.1 20% of the tender quantity is earmarked for MSE suppliers in the tender.

10.2 Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be for procurement from MSE owned by SC/ST entrepreneurs.

10.3 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.

10.4 MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity five years from the date of issue with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM IIs over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission.

10.5 Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.