

HOSTING DETAILS

Email offer send to: tender_cell@bheltry.co.in

DESCRIPTION	REMARKS
Contact Person/Address	N.KAVIYARASAN.DE/Purchase/Valves
Approved By	B.VISWESWARA RAO/DM/Valves/Purchase
Email	nkavi@bheltry.co.in ivivek@bheltry.co.in
Telephone	0431 2577424/7886
Fax	Not applicable
Notification (Reference) NO.	ENMIC02037 DT: 26.09.2017
Tender Title	PACK CARBURISING COMPOUND
Tender Type	BUY/ SERVICE CONTRACT / WORK CONTRACT
BRIEF DESCRIPTION	PACK CARBURISING COMPOUND
Published in Newspaper	NA
Published On	-
Tender Value in Rs.	-
EMD Value – Rs.	Not applicable
Document Cost – Rs.	Not applicable
Date of Issue of Notification – DD/MM/YY	-
Date of Closure of Sale of Forms – DD/MM/YY	Not applicable
Completed Forms to be submitted by – DD/MM/YY	Not applicable
Date of Opening of Bid– DD/MM/YY	10.10.2017

Brief Details:

TYPE OF TENDER : OPEN TENDER
 TENDER OPENING DATE : 10.10.2017
 NUMBER OF BIDS : TWO PART BIDS
 DELIVERY PERIOD : 3 weeks
 LD : As Per BHEL LD Clause
 Payment Terms : 100% payment after 45 days of acceptance of materials.
 Delivery Terms : FOR BHEL (Stores), TRICHY-14

Tender forwarding Address:**ENQ.NO: ENMIC02037 DUE DT: 10.10.2017**

TENDER ROOM NO: 26,
 BHEL, ADMIN 24 BLDG,
 GROUND FLOOR,
 BHEL, TRICHY-14
 0431-257742/7424



434-003/A
Dt: 31.08.16

BHARAT HEAVY ELECTRICALS LIMITED

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

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PHONE : 91-44-28158821
GRAMS : BHARATELEC
FAX NO: 910431/520730
E-mail :
Web : FAX NO:

Enquiry No	Enquiry Date	Due Date for Quotation
ENMIC02037 -	26.09.2017	10.10.2017
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. Bid should be submitted in two parts. 1.Techno-commercial bid (Part-I) and 2.Price bid(Part-II) in a separate sealed cover and both covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date & Enq. Due date must be written on all three covers.		

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	130170060000 Pack Carburising Compound	KG	1000.000	1,000.00	07.11.17

General Note:

01. Offer Shall submit in Two Parts (techno-coml + Price bid)
02. Delivery term: F.O.R BHEL,Trichy
03. Payment Terms: 100% payment after 45days of acceptance of material
04. LD Clause: As per BHEL LD clause
05. Required Delviery period: 3 weeks from the date of PO.

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/EI forms to BHEL time to time as indicated by the BHEL and in case of inordinate delay in issuing EI/EI forms, then BHEL reserves the right to deduct 5% of the value of the supplied items against which EI/EI 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
(Valves)



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014. India

GENERAL TERMS AND CONDITIONS

1. QUOTATIONS:

- a. **BID system:** The offers are invited in Two part bid system (Part I will be Techno-commercial bid and part II will be Price Bid). Techno-commercially suitable vendors alone will be intimated for price bid opening.
- b. **Late tenders:** Tender received after 2.00 pm on due date will be considered as Late tender. Late tenders will not be considered under any circumstance.
- c. **Regulations:** 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 figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
- d. **PVC:** Price Variation clause not acceptable. Prices should be firm.
- e. **Catalogue:** Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation.
- f. **Samples:** Samples should be submitted separately if specially requested in tender before due date of the enquiry. They should be clearly marked with the enquiry No and date on the outside cover to facilitate identification.
- g. **GST Number:** GST registration number, HSN number (Item wise) with applicable taxes should be mentioned in quotation. If GST registration not available/not provided with in stipulated period quotation will be liable for rejected.
- h. **Deviation.** Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".
- i. **Confirmation:** Confirmation for compliance is to be given in the offer for all the techno commercial conditions specified in the specification.

2. COMMERCIAL TERMS & CONDITIONS:

a. Terms of Payment:

For Indigenous Suppliers: 100% after 45 days on satisfactory receipts and acceptance of material at BHEL stores/ Site acknowledgement.

Any deviation in the above payment terms except payment through LC/Advance will attract loading as "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 bidder. Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection

For Import Supplies: Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.

Any deviation in the above payment term will attract loading as "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.

In case of Usance LCs the loading will be considered @ 1.5% on the offered Value. For unconfirmed LC at sight the loading will be considered @ 3.5% on the offered Value.

- b. **Liquidated Damage:** Liquidated damages shall be 0.5% of the total order value or part thereof subject to a maximum of 10% of the total order value. For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay 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)

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

c. Delivery Terms:

For Indigenous Suppliers: FOR BHEL Trichy inclusive of freight and insurance

For import Supplies: CFR/CIF Chennai seaport as per incoterm 2010

- d. **Validity of Offer:** Prices should be valid for 90 days from the date of opening of this tender for Open Tenders and 60 days from the date of opening of this tender for other Tenders.
- e. **Delivery period:** Delivery schedule shall be strictly as per BHEL tender requirement which are as indicated against each item in our tender. (3 weeks from the date of PO)



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- f. Taxes & Duties:** If any Tax is payable as extra to the quoted price, it should be specifically stated in quotation along with GST, Chapter ID (HSN Code) and applicable % of taxes (SGST/CGST/IGST/UTGST). If GST registration is not available quotation will be rejected.
- g. 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 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 substitute therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases in addition to penalty at the rate mentioned in clause 2 b above.
- h. Guarantee Clause:** The vendor shall give a guarantee for the performance of his supplies for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier. Guarantee certificate should be part of test certificates which should be provided along with supply.
- i. Preferential Delivery:** If a contract is placed on a higher tender as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earliest 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 FOR destination, including all elements of freight, 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.
- j. MODVAT/CREDIT:** If any Excise Duty is payable, the chapter head/sub-head reference and the rate of the duty should be quoted. If the offered material is availing MODVAT credit for his input materials, the effect of proforma invoice should be passed on to the purchaser. For imported components, Duty benefits should be passed to BHEL.
- k. Miscellaneous:** Any conditions which might have been quoted by the seller and are in contravention to the terms of PO and which have not been specifically accepted by Purchaser will not be applicable to the contract/PO.
- l. Performance Bank Guarantee:** If tender Calls for Performance Bank Guarantee, Vendor should provide a performance bank guarantee (PBG) in BHEL format for 10% of the total Purchase order value valid for warranty/guarantee period with an additional claim period of 2 months. PBG should be issued from list of consortium banks.

3. Compliance / Acceptance required for following points to ensure Input Tax Credit

- a) 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.
- b) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- c) 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.
- d) 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.
- e) 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.
- f) 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/recovered for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

4. Special Provisions for Micro and Small Enterprises (MSE):

- a) 20% of the tendered quantity is earmarked for MSE suppliers in this tender.



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- b) Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.
- c) In case MSE vendor participating in the tender quotes within the price band of LI +15%, they will be allowed to supply the portion of the requirement subject to acceptance of LI price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
- d) MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate 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 II is 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.

3. GENERAL CONDITIONS

- a. BHEL reserves the right to finalize the tender as per item sl no wise or as a total package or project wise. Separate orders will be released for each project and documents should be supplied for each order separately.
- b. BHEL reserves the right to increase or reduce or split the Tender Quantity and to NOT to order for some or all material based on the changes in project.
- c. BHEL shall have the right to visit vendor works during the execution of contract along with end customer for verifying status, inspection and testing of the material.
- d. BHEL reserves the right to negotiate or re-float the tender in case the quoted prices are not acceptable.
- e. Supplier shall arrange packing to avoid lose or damages during Road Transport, Site handling & Storage.
- f. BHEL reserves the right to finalize the tender either through price bid opening or through Reverse Auction route.
- g. BHEL reserves the right to reject the offer of a particular bidder due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- h. The Drawings and Technical documents given in this enquiry are the sole property of BHEL. This should not be misused in any form.
- i. Purchase Order, PO Item Sl No, Material code, Quantity should be clearly marked on the packing
- j. Confirmation for compliance is to be given in the offer for all the conditions specified above and to the respective Purchase Specification.
- k. If any supplier is not honouring their own quotation or any of its conditions within the validity period, the action will be taken against those suppliers in line with "Guidelines for suspension of business dealings with suppliers/contractors" (refer www.bhel.com)

4. DOCUMENTATION:

- a. **With Consignment:** Duplicate for transporter copy, Original Invoice, Packing List, Delivery Challan, O&M manual (if applicable) Material Test Certificate, Test Certificates, Compliance Certificate, Guarantee/Warranty Certificate and other documents mentioned in PO/TDC/Drawing.
- b. **Online Submission:** Supplier should upload the soft copy of all Test Certificates in BHEL website <http://vis.bheltry.co.in/vis/index.jsp> at Vendor information system tab.
- c. **To Purchase:**
 - i. **FOR BHEL TRICHY case-** Original Invoice, Packing list, LWB and Delivery challan.
 - ii. **FOR Site case-** Original Excise Invoice, Original LWB, Original Packing List, Original IBR documents, Original despatch clearance Certificate and Inspection report, Test certificates as per PO, Original Site Acknowledgment etc...
- d. **Identification:** Material code, Purchase Order, PO item Sl No, Unique Sl No if any should be provided in all despatch documents, materials and packing clearly.

5. TENDER EVALUATION:

PART I Techno-commercial Bid.

- i. All vendors should submit General arrangement drawing, datasheet and C&I diagrams of the offered product



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GENERAL TERMS AND CONDITIONS

- ii. Point by point technical confirmation of all pages of our technical specifications and commercial conditions are required with your sign and seal along with techno commercial Offer.
- iii. Offers from supplier not having technical capability or not agreed for commercial terms, will be rejected.

PART II Price Bid.

- Bidders qualified for both part I will be intimated for participating in priced bid opening/Reverse Auction.
- L1 bidder will be decided based on landed cost for the equipment to BHEL.
- For evaluation, the exchange rate shall be taken as TT selling rate of SBI on date of Part-1 bid opening.

LOADING CRITERIA

- "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.
- For import vendors: Usance LCs the loading will be considered @ 1.5% on the offered Value. For LC at sight the loading will be considered @ 3.5% on the offered 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).



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GENERAL TERMS AND CONDITIONS

ENMIC02037

Sl No	<u>BHEL COMMERCIAL TERMS AND CONDITIONS for INDIGENOUS SUPPLIES</u>	Vendor's Confirmation
1	Vendor should give confirmation to BHEL's Technical Specification. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".	
2	Vendor to indicate Quoted/Not Quoted item wise.	
3	Prices shall be quoted item wise only.	
4	Prices shall be quoted on " FIRM PRICE " basis only. The prices should be only on FOR Trichy basis inclusive of Packing & Forwarding charges if any.	
5	Validity of offer shall be 90 days from the date of tender opening.	
6	Delivery should be 3 weeks from the date of purchase order	
7	Liquidated damages @ ½% per week subject to a maximum of 10% of the order value shall be applicable for delay in deliveries.	
8	Following Risk Purchase clause shall be applicable: 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 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.	
9	Payment terms 100% after 45 days on acceptance of materials at BHEL stores, Trichy	
10	Excise duty, sales tax and other levies (if any) shall be indicated as extra in the offer.	
11	Any warranty replacement during warranty period shall be supplied free of charge on FOR Site basis/destination specified by BHEL	
12	The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals as called for in the Technical Specification, in the required number of copies at no extra cost.	

NOTE:-

- a) It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.
- b) Your specific acceptances to BHEL Payment terms, LD and Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.

Signature & Office Seal of the vendor