



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HEAVY PLATES AND VESSELS PLANT
PURCHASE DEPARTMENT
VISAKHAPATNAM - 530012
ANDHRA PRADESH(INDIA)

Contact Ph No :0891-6681301
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Page
1/1

Enquiry No (Coll-No)	Enquiry Date	Due Date for Quotation
H101700002	21.02.2017	07.03.2017
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	Delivery Date
10	EWTH2 DIA 3MM 182422430830	NO	750.000	750.00	31.03.17

General Note:

SUPPLY OF EWTH2 SIZE : 3 MM x150 LG

"BRAND NAME" Bare electrode of Thoriated Tungsten for Gas Tungsten Arc Welding conforming to ASME SEC II Part C 2013 SFA5.12 EWTh2 specification and meeting the requirements as mentioned in the Technical Delivery conditions.

TECHNICAL DELIVERY CONDITIONS:

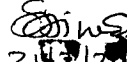
Manufacturer shall supply Batch Test Certificate (BTC) certifying that all the requirements of applicable parts of ASME SEC II Part C 2013 are met with and reported for chemistry as per ASME SEC II Part C 2013.

Enclosures:

1. ANNEXURE-1
2. COMMERCIAL TERM AND CONDITIONS [ANNEXURE-II]
3. SPECIAL TERM AND CONDITIONS.

The offers should reach us on or before 14:00 hrs on the due date of opening of the tender. The offers will be opened after 15:00 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


21/2/2017
S.J. TRIVEDI
• Director (Gen. Mgr. & Asst. Mgr.)
• Engineer (MP-Raw Mat.)
• Asst. Engineer (Raw Mat.)
• Heavy Electricals Ltd.
• P.O. Visakhapatnam-530012

Certificate by Chartered Accountant on letter head

This is to Certify that M/s.....
(hereinafter referred to as 'Company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part—II)Dtd:
Category: (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas 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 the MSMED Act, 2006:

Rs..... Lacs.

(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 –II
COMMERCIAL TERMS AND CONDITIONS

VENDOR SHOULD INVARIABLY ENCLOSE THIS FORMAT DULY FILLED TO THE QUOTATION. OTHER WISE, THE OFFER IS LIABLE TO BE REJECTED.

BHEL HPVP REQUIREMENT	VENDOR COMMENTS
1. Vendor should categorically indicate confirmation of all the points of Technically delivered condition and commercial term and Condition with signature and stamped at the bottom of each document and submit the same along with Un-priced technical Bid. Offer of those who do not confirm compliance of all terms and condition are likely to be rejected.	
2. Vendor should confirm that no deviations in the tech. specifications, delivery conditions etc., will be asked if order is placed.	
3. Vendor should confirm that the quoted prices should be firm without any variations till the end of complete execution of order. NO REVISION OF PRICES WILL BE ENTERTAINED AFTER TENDERS ARE OPENED.	
4. Vendor should confirm that any statutory variations in the rate of taxes / duties will be applicable only within the contractual delivery period.	
5. YOUR OFFER SHOULD INDICATE THE FOLLOWING: 1. Price Basis : FOR-BHEL-HPVP, Visakhapatnam 2. Packing & Forwarding Charges (To be included in the offered Price) 3. Testing Charges(To be included in the offered Price) 4. ED to be indicated clearly 5. CST ag. C-Form[E-1 form to be submitted]/VAT to be indicated clearly 6. Brand Name is to be indicated in the offer	1. 2. 3. 4. 5. 6.
6. Payment terms: 100% payment within 45 Days from date of receipt and acceptance of material at BHEL. Any deviation in the above payment terms will attract loading as mentioned below " Base rate of SBI[as applicable on the date of techno commercial bid opening)+ 6% shall be considered for loading for the period of relaxation sought by bidder") Note: offers with payment against Proforma Invoice/ advance Payment / LC are liable for rejection.	
7 Delivery Period: The acceptable Delivery period shall be within 2 weeks to 6 weeks from date of Purchase order to the date of LR or Invoice whichever is later. Loading Factor : The offer which do not confirm to 2 weeks of delivery period but are within 6 weeks of delivery period shall be loaded for delayed delivery beyond 2 weeks @ 0.5% per weeks or part thereof on the offered basic value. Any offer quoting beyond 6 weeks of delivery shall be summarily rejected	
8. L.D. CLAUSE: Delivery is the essence of this contract. In the event of your failure to ship the materials with in the stipulated delivery period LD @ 1/2% per week of delay to a max of 10% on total order value will be applicable. Date of LR/Invoice whichever is later shall be considered for LD calculation purpose. In case of delay, you should deduct applicable L.D and negotiate the documents for balance amount only. Any deviation from the above LD clause, loading shall be applied to the extent of relaxation sought to which it is not agreed by the bidder at offered basic value.	

9.	Rejected materials if any after receipt of material at our end shall be replaced by Supplier at free of cost(inclusive of all testing , inspection ,TPI, service charges etc) up to destination immediately without any extra freight from defect notification date.	
10.	VALIDITY OF QUOTATION: 60 Days from the Technical Bid Opening.	
11.	BHEL HPVP reserves the right to Reduce / Increase the quantities mentioned in the enquiry. Vendor shall agree to accept Item wise order / Part Quantity of each item / Part Order.	
12.	BHEL reserve the right to negotiate and Refloat the tender if the lowest Offered price is not found competitive.	
13.	BHEL HPVP reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. And BHEL HPVP reserves the right to reject or accept one or any offer without assigning any reason.	
14.	RISK PURCHASE: The Delivery Period stated in the order should be realistic and should be strictly adhered to. If the deliveries are not maintained and on the account as per order this company is forced to buy the materials elsewhere any loss or damage that company may sustain their by the purchaser is entitled to procure the material at the risk and cost of the seller.	
15.	ARBITRATION: Not withstanding anything contained in any document what so ever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by the Head of the Unit, BHEL HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by the Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by Head of Unit as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitrator at all. The venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion .The award of arbitrator shall be final, conclusive binding on all parties to the contract.	
16.	JURISDICTION: Not out of this contract including that arise out of arbitration and bank guarantees, shall be initiated, filed and tried only in the courts, tribunals and forums, situated at and having territorial jurisdiction over Visakhapatnam even though such jurisdiction also vests in courts, tribunals & forums situated elsewhere in the country .	
17.	As per the Instructions from Government of India Ministry of Industry vide Ref.No:6(3) / 89 – Fin – III Dated.11 April 1989, the Indian agent of Foreign suppliers should furnish a copy of his valid agreement with the supplier indicating the details of commission payable either in foreign currency or in Indian Rupees.	
18.	INSURANCE: By supplier only. Insurance charges to be included in offered Price.	
19.	Supplier Should guarantee against all design ,manufacturing and for performance for a period of 18 month from the date of Last dispatch or 12 months from date of Commissioning whichever is earlier.	
20.	In case of order, Price should be firm till execution of order.	
21.	No overdue Interest will be payable by BHEL to either supplier or His Bankers.	
22.	Dimensions of the consignment [LXWXH/ Gross Wt/ Net Wt. to be indicated. You may enclosed separate sheet if space is not adequate.	
23.	Reverse Auction : As per RFQ Clause No. 08 of Special Terms and condition	

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: kmohan@bhelviz.co.in

SPECIAL TERMS & CONDITIONS

CATEGORY OF TENDER: Two-Bid System/Open Tender

ENQ NO H101700002 DT 21.02.2017

Sub: SUPPLY OF EWTH2.

1. Traders/Stockiest should submit copy of Authorization letter from Principal along with technical Bid . If not submitted their offer will not be considered.
2. EWTH2 DIA 3 MMX150 Lg is required at M/S BHEL-HPVP, Visakhapatnam. Vendor shall quote the freight charges inclusive of Insurance & Service charges for FOR-BHEL-Visakhapatnam basis as under.

(a) Freight Charges for EWTH2 DIA 3 MMX150 Lg (% of basic):FOR- BHEL-HPVP-VSKP basis: Inclusive @ ____ %/Extra @ ____%.

3. **Pre Qualification Criteria(PQC)/Eligibility criteria** : PQC / Eligibility criteria for vendor to participate in RFQ are as under. Supporting documents to be attached with your Technical bid. **Offers without supporting documents in line with requirement shall not be considered for scrutiny.**

SI No.	Pre qualification Criteria/Eligibility Criteria	Supporting Document Reference No.	Deviation if any
01	If L1 Vendor offers Makes other than Plansee or FLASZ , Vendor shall supply 10 No's of Subject item for performance check. Balance quality shall be supplied after confirmation of satisfactory performance.		
02	Financial Standing through Latest I.T.C.C., Annual Report(Balance sheet, Profit & Loss account) of Last 3 Years.		
03	PAN & TIN Details		

4. **Inspection**: By Supplier at their Works. Please send MTC/LAB test report for obtaining dispatch clearance from us. Final Inspection by BHEL HPVP on receipt of material at our works.
5. CEBG & PBG NOT APPLICABLE.
6. Vendor shall submit Categorical Confirmation on Commercial Terms and Conditions (CTC) as per Annexure-II enclosed to the Enquiry. The offers of those Vendors who do not comply with all the Clauses of Commercial Terms and Conditions (CTC) in total are likely to be rejected.
7. **Price Evaluation**: Price shall be considered on landed cost basis (cost to BHEL, HPVP). Landed cost shall be worked out on price quoted including freight, Excise duty and sales tax, after taking out Cenvat , VAT benefit & loading for deviations as specified in NIT as applicable. The comparative statement & L1 vendor shall be worked out on Item wise L1 basis.
 - a) The comparative statement of the price prepared on the reference date shall remain firm throughout the period. Any change in duty and tax structure during execution of the contract will not be considered for the re-ranking of vendors.

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- b) The lowest price received against BHEL, HPVP tender need not be commercially lowest price (L-1). BHEL, HPVP reserves the right to negotiate the same.
 - c) BHEL, HPVP reserves the right/option to REFLOAT the tender if L-1 price is not the lowest acceptable price to BHEL, HPVP.

8. **Reverse Auction:** BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).” As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”

9. **SPECIAL PROVISION FOR MICRO AND SMALL ENTERPRISES(MSE) - APPLICABLE FOR INDIAN MANUFACTURER ONLY:**
- i) As per the public procurement policy notified by the Central Government ,Micro & small Enterprises (MSE) participating in the tender , quoting Price within Price band of L1 + 15 % will be allowed to supply a portion of requirement subject to acceptance of L1 price in a situation where L1 price is from someone other than a Micro & small enterprise & such Micro and small Enterprise shall be allowed to supply up to 20% of Quantity .In case of more than one such MSE, the supply shall be shared proportionately.
 - ii) 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
 - iii) Special provision for Micro and Small Enterprises owned by SC or ST:Out of 20% tendered quantity reserved for MSE suppliers,4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender

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process or meet the tender requirements and the L1 price, the 4% sub-target for procurement earmarked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.

- 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 of 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 has 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 bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before 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 Micro and Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum shall also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSE), order 2012.
10. **Exchange Rate:** For evaluation, the foreign exchange rate will be considered as on date of opening the Technical Bid. If the relevant day happen to be a bank holiday/Forex day, then the Forex rate as on previous Bank(SBI) working day shall be taken.
11. BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. Also BHEL reserves the right to reject or accept one or any offer without assigning any reason.
12. **Fraud Prevention Policy:** 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."
13. **Linking up of Old issues:** In case if you have any outstanding problem with earlier supplies, you should not link up against this enquiry or PO at later stages.
14. **APVAT Input Tax credit:**

The details of tax invoice raised against BHEL-HPVP should be uploaded in Andhra Pradesh commercial tax department online portal by the supplier on or before the due date mentioned in Rule 23(1) of APVAT Rules 2005.

The supplier should ensure correctness of BHEL-HPVP TIN (37418632431) while uploading the invoice details in APCT online portal.

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The burden of tax/penalty/disallowance of Input tax credit due to uploading of wrong details relating to BHEL-HPVP invoices (eg. TIN / Date of Invoice / Invoice Number/ Tax rate/ value etc...) in APCT online portal if any should be borne by the supplier.

15. GUIDELINES FOR SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS:

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

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