



Bharat Heavy Electricals Limited
Power Sector Southern Region
690, Anna Salai, Nandhanam, Chennai 600 035

NOTICE INVITING TENDER
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO

To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SNO	ISSUE	DESCRIPTION		
1.0	TENDER NO	BHEL/PS/PUR/ENQ:17:PS:0005:PUR:65		
	TENDER DATE	03-Jan-2018		
2.0	BROAD SCOPE OF JOB	PROCUREMENT OF GI WIRES FOR NNTPP PROJECT		

SNO	DESCRIPTION	PROJECT	LOT NO.	QUANTITY	UOM	DELIVERY DATE
1)	G.I. WIRE DIA 0.711 MM - IS 280	NEYVELI LIGNITE CORPORATION 2X500 MW NNTPP	1	3212	KILOGRAM S	15-jan-18
2)	G.I. WIRE DIA 0.711 MM - IS 280	NEYVELI LIGNITE CORPORATION 2X500 MW NNTPP	2	3212	KILOGRAM S	01-feb-18
3)	G.I. WIRE DIA 0.711 MM - IS 280	NEYVELI LIGNITE CORPORATION 2X500 MW NNTPP	3	28	KILOGRAM S	15-jan-18
4)	G.I. WIRE DIA 1.219 MM - IS 280	NEYVELI LIGNITE CORPORATION 2X500 MW NNTPP	1	8495	KILOGRAM S	15-jan-18
5)	G.I. WIRE DIA 1.219 MM - IS 280	NEYVELI LIGNITE CORPORATION 2X500 MW NNTPP	2	8485	KILOGRAM S	01-feb-18
6)	G.I. WIRE DIA 1.219 MM - IS 280	NEYVELI LIGNITE CORPORATION 2X500 MW NNTPP	3	60	KILOGRAM S	15-jan-18

3.0	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Not Applicable
b	Volume-IB	Special Conditions of Contract (SCC)	Applicable
c	Volume-IC	General Conditions of Contract (GCC)	Applicable
d	Volume-ID	Forms and Procedures	Not Applicable
e	Volume-II	Price Schedule (Absolute value).	Applicable
4.0	ISSUE OF TENDER DOCUMENTS	1. Sale from BHEL PSSR office at : Start Date: 03-Jan-2018, Time:1400hrs Close Date: 17-Jan-2018, Time:1300hrs 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission	Not Applicable
5.0	DUE DATE & TIME OF OFFER SUBMISSION	Date: 17/01/2018 Time: 1400 hrs Place: BHEL PSSR (Bidders are requested to visit websites to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer).	Applicable
6.0	OPENING OF TENDER	Date: 17/01/2018 Time: 1430 hrs (Within 2 hours of the latest due date and time of offer submission). Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	Applicable
7.0	EMD AMOUNT		Not Applicable
8.0	SECURITY DEPOSIT		Not Applicable
9.0	COST OF TENDER		Not Applicable
10.0	LAST DATE FOR SEEKING CLARIFICATION	Date: 11/01/2018 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
11.0	SCHEDULE OF PRE BID DISCUSSION (PBD)	(In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)	Not Applicable
12.0	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
13.0	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications ?View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information	

27.0 It may please be noted that guidelines/rules in respect of Suspension of Business Dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed."

Thanking You.

M. S. 03/01/18
Yours faithfullyFor Bharat Heavy Electricals Limited
(PURCHASE)

Agency	Contact Details	
BHEL/PSSR/Chennai	Address	690, Anna Salai, Nandhanam, Chennai 600 035
	Phone No	044-24342458 / 28286875 / 74
	Fax No	044-24328516
	Email	selvanm@bhel.in

ENCLOSURES:	
VOLUME-1B	SPECIAL TERMS AND CONDITIONS
VOLUME-1C	GCC
VOLUME-II	PRICE

SPECIAL TERMS AND CONDITIONS

LIMITED TENDER ref: ENQ:17:PS:0005:PUR:65 DT:03-01-2018 DUE ON: 17-01-2018 FOR THE SUPPLY OF G.I WIRES to BHEL Site Office NLC 2X500 MW NNTTP NEYVELI-607807, CUDDALORE District, TAMIL NADU.

1. The offer has to be submitted in TWO PART BID on or before due date. In case the due date will be a closed holiday then the tender will be opened on next working day.
Part-I Technical and Commercial (Un priced Bid) in a sealed cover
Part-II Price Bid in a separate sealed cover.
Both the above sealed covers should be put in a separate sealed cover. All the covers should be super scribed with Tender no, Due date & Description of item.
2. The Rates Quoted should be FIRM till the Completion of the Order. No revision in rate shall be entertained after opening of the tenders.
3. **Goods and service Tax (GST) & Cess**
 - 3.1. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
 - 3.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.
 - 3.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:

(1). BHEL GSTN - 33AAACB4146P2ZL
NAME & ADDRESS - BHEL SITE OFFICE, NNTTP 2 X 500 MW, NEYVELI- 607807
CUDDALORE District, TAMIL NADU.
 - 3.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
 - 3.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
 - 3.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
 - 3.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
 - 3.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.

3.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.

3.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL

4. All taxes and duty other than GST & Cess

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

5. Statutory Variations

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favor of BHEL. No other variations shall be allowed during the tenure of the contract.

6. New Taxes/Levies –

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

7. Direct Tax

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

8. LIQUIDATED DAMAGES & RISK PURCHASE: Seller is to understand that "Time is the essence of the contract". Hence the delivery of the goods mutually agreed, specified in the purchase order should be adhered to within the time mentioned. Where the seller supplies/dispatches the materials beyond the delivery date, as specified in the order, the Purchaser will have no obligations to accept the goods.

The Purchaser reserves the right to levy liquidated damages @1/2 percent of the value of the goods delayed beyond the due date, for each week of delay or part thereof without prejudice to any other relief or compensation due to Purchaser under any other conditions of the order subject to a limit of 10%, unless the delivery extension is given. In case of delay in receipt of materials at the delivery point, for reasons not attributable to BHEL, the Purchaser will levy LD, if time extension and PO amendment is not issued. The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice.

9. 100% payment will be released within 30 days against Supply and on acknowledged receipt of materials (OR) SRV issued by the consignee.

10. Vendor should submit their offer along with Manufacturers Test Certificate, Detailed specification, Product Catalogues.

11. Special Instructions:

- (a). All the Items to be Supplied in Proper BUNDLES.
- (b). Each BUNDLES Should Contain 25 Kgs.
- (c). Each BUNDLES have to be arranged with Tag /Label for mentioning Size, Quantity , PO number etc,
- (d) Please refer to the instructions to Tenders regarding Terms & Conditions as applicable to this Enquiry, which is enclosed.
- (e) Please seek all the clarifications, if any, before quoting and submit a " **NO DEVIATION CERTIFICATE**". Agreeing to all terms and conditions.

12. Tender Conditions for MSE supplier: MSE suppliers can avail the intended benefits only if they submit the following documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:

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 /I certificate along with CA certificate (Format enclosed as per Annexure - I) 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".

BHEL shall consider any new supplier as MSE vendor provided anyone of the following documents are submitted along with their offer/application

- (a). Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

- (b). Valid NISC certificate
- (c). Entrepreneurs memorandum Part II (EM II) valid based on deemed validity of 5 years)
- (d). Valid EM II certificate along with attested copy of CA certificate as per prescribed format Annexure -1 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 above clause (Public procurement policy 2012 and MSMED act 2006)at time of tender evaluation. " 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".

- (e). MSEs are exempted from payment of earnest money (EMD) in addition to free issuance of Tender Documents.

Payment Terms:

- (a). Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Purchase Preference to MSEs as follows:

- a) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be followed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprise shall be allowed to supply upto 20% of total tendered value.
- b) In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
- c) In case of tender item is non-splittable or non dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.

BHEL shall take decision on Relaxation of norms for Startups MSEs:

- a) Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,

13. The offers of the bidders who are under suspension as also the offer 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 → tender notification".

14. It may be noted that guidelines / rules in respect of 'Suspension of Business dealings' available on BHEL web site "www.bhel.com → Supplier Registration", 'Vendor evaluation format', Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

15. 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.

16. commitment, performance of the contract and punitive action thereof:

16.1. 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.

16.2 Commitment by Bidder / Supplier / Contractor:

16.2.1 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.

16.2.2 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.

- 16.2.3 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 and / or under applicable legal provisions.

17. SPLITTING THE ORDER: BHEL have the rights to place orders on Package or more than one Vendor.

18. CONSIGNEE ADDRESS:

BHEL SITE INCHARGE, BHEL SITE OFFICE,
NNTPP 2 X 500 MW, NEYVELI- 607807, CUDDALORE District, TAMIL NADU

- 19. Offer validity should be 90 days from the date of opening of Tender. Offer shall be addressed to
MANAGER / P & S, BHEL PSSR, 690, Anna Salai, Nandanam, Chennai -600035..**

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website, www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.

TECHNO COMMERCIAL

SL.NO	Description	Mandatory Vendor Confirmation
A	Comply to Supply the following G.I. WIRES as per IS 280 and as per Tender T&C	
	Sl.no DIA in mm Unit in Kgs Lot No/ Delivery Date	
	01 0.711 3212 LOT-1 15.01.2018	
	02 0.711 3212 LOT-2 01.02.2018	
	03 0.711 28 LOT-3 15.01.2018	
	04 1.219 8495 LOT-1 15.01.2018	
	05 1.219 8485 LOT-2 01.02.2018	
06 1.219 60 LOT-3 15.01.2018		
B	The Rates Quoted should be firm till the completion of the Order. No revision in rate shall be entertained after opening of the tenders.	
C	NODEVIATION CERTIFICATE (Same to be Attached)	
D	Whether falling under MSME category	
E	Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached).	
F	Comply to BHEL Payment Terms as per Tender	
G	Manufacturers Test Certificate, Detailed specification, Product Catalogues. (same to be attached).	
H	Comply to give 90 days offer Validity from the date of opening of Tender as per tender T&C	
I	Packing & Forwarding in % (For each sites)	
J	Freight Charges in %	
K	Transit Insurance Charges in %	
Other Charges (Which Attracts GST If any) in %		
L	(a).	
M	(b).	
N	Sub Total (a+b)	
O	GST on .Base Price+P&F +Freight+Transit Insurance+other Charges. (ie.,CGST+SGST+IGST+UTGST)	
P	CESS ON GST (IF APPLICABLE)	
Q	GST CREDIT PASSED ON TO BHEL	
R	GST Registration No & details (same to be attached in attachment section).	

Signature of the Tenderer and Office seal

ANNEXURE-I

Certificate By Chartered Accountant On Letter Head Of The C.A. FIRM

TO WHOM SO EVER IT MAY CONCERN

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 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 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 I 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 5.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

NO DEVIATION CERTIFICATE

I.....OF

M/s.HERE BY CERTIFY

THAT THERE IS NO DEVIATION FROM THE TENDER CONDITIONS EITHER TECHNICAL or COMMERCIAL AND

I AM AGREEING TO ALL THE TERMS AND CONDITIONS MENTIONED IN THE TENDER SPECIFICATION.

SIGNATURE OF THE TENDERER

OFFICE SEAL

BHEL : PSSR : CHENNAI

DETAILS OF CONTRACTOR/SUPPLIER FOR E REMITTANCE OF PAYMENTS BY BHEL PSSR/CHENNAI

1 NAME & ADDRESS OF THE CONTRACTOR/SUPPLIER

2 BANK A/C NO

3 TYPE OF A/C (CC / CURRENT)

4 NAME OF THE BANK

5 NAME OF THE BRANCH

6 BRANCH CODE

7 BANKER'S ADDRESS

8 MICR NO

9 IFSC CODE

THE CONTRACTOR / SUPPLIER ,DULY ATTESTED BY THEIR BANKERS

PRICE BID

LOT NO / DELIVERY DATE		LOT-1 / 15.01.2018		LOT-2 / 01.02.2018		LOT-3 / 15.01.2018	
Sl.No	DESCRIPTION	G.I. WIRE DIA 0.711 mm as per IS 280	G.I. WIRE DIA 1.219 mm as per IS 280	G.I. WIRE DIA 0.711 mm as per IS 280	G.I. WIRE DIA 1.219 mm as per IS 280	G.I. WIRE DIA 0.711 mm as per IS 280	G.I. WIRE DIA 1.219 mm as per IS 280
1	Qty in KGS	3212	8495	3212	8485	28	60
2	Basic Price/Unit (Rs)						
3	Total Basic Price						
4	SUB TOTAL						
5	P&F Charges						
6	Freight Charges						
7	Transit Insurance						
8	Other charges which attracts GST if any						
	a).						
	b).						
9	SUB TOTAL on (a+b)						
10	GST on Base Price+P&F +Freight+Transit Insurance+other Charges. (ie., CGST+SGST+IGST+UTGST)						
11	CESS ON GST (IF APPLICABLE)						
12	TOTAL LANDED Price (SL NO. 4+5+6+7+9+10+11)						
13	GST CREDIT PASSED ON TO BHEL						
14	PRICE NET OF GST CREDITS (SL NO. 12 - 13)						

SIGNATURE OF TENDERER AND OFFICE SEAL