BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
PIPING CENTRE, MATERIAL MANAGEMENT
80, GopathyNarayanaswamy Road, T.Nagar, Chennai – 600 017

Ref No: PC: PUR **Date: 29.03.2019**

Sub: Request for quotation - reg.

Supply of G I WIRE- OT

Please find the following tender documents enclosed for you to submit offer. The offers should be submitted before the time of opening tenders. The offer will be opened at **14:30 hrs** on the **due date online** by E procurement website. Late tenders will be rejected.

List of Enclosures with the enquiry:

1) Pre-Qualification requirements (Annexure A)
2) Checklist for new vendors only (Annexure B)
3) General Terms and Conditions Format (Annex 1)
4) Unpriced bid (Annex 2)

Your offer shall contain only the following:

1) PART 1 – Pre-Qualification Bid: Scanned copy of duly filled and signed Annexure A& B (Enclose a copy of supporting documents wherever necessary)

Techno commercial Bid: Scanned copy of duly filled & signed “General Terms and Conditions format &Unpriced bid (indicating the quoted / not quoted items)" along with other duly signed applicable documents provided by BHEL.

2) PART 2– Prices to be filled in EPS itself.

NOTE:

The following details to be furnished along with the offer

- Complete postal address with Pin Code.
- Contact Person /s, Phone No, Mobile No, FAX No, Email ID etc.

Any other terms or conditions mentioned in your offer other than the above mentioned formats will not be evaluated and will be considered null & void. Hence your offer shall contain ONLY the above mentioned formats.

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.

Kindly submit your bids well before the due date.

DM / Purchase
BHEL / Piping Centre

GENERAL TERMS & CONDITIONS (Annexure 1 of PART I)

Agreed/ Not agreed

1.

Supply of GI Wire as per Material Specification

SL NO	MATERIAL	DESCRIPTION	QTY in Kg	SPEC
01	150170180000	WIRE DIA 1.219 MM – GI – IS280	7000	IS280
02	150170010000	WIRE DIA 0.914 MM – GI – IS280	10,000	IS280

2.

Tender shall be processed by **E-PROCURMENT** Mode

Tender will be finalized through Reverse Auction or sealed envelope bid opening and the same shall be intimated to vendors after technical scrutiny of the offers (two part bid).

Reverse Auction guidelines shall be as per Annexure 03.

If the vendor is not interested / not in a position to participate in the tender, vendor shall send regret letter for not participating, before due date of the tender.

3.

TYPE OF BID – Offers are invited to be submitted as **Two Part Bids**
Part-I TECHNICAL - CUM – COMMERCIAL PART (Un priced) :-

This part of the Bid shall contain technical cum commercial part that is unpriced bid indicating taxes and duties. Also, Bidder should fill in and send the techno commercial bid in the formats,

1. Duly filled and Signed- GENERAL TERMS & CONDITIONS (**Annex 1** of PART I)
2. Duly filled and Signed - Unpriced offer sheet (**Annex 2** of Part I format)
3. Duly signed Annexure A for **PQR** (Enclose a copy of supporting documents wherever necessary)
4. Duly signed Annexure B for **New vendors.**

PART II PRICE PART :

This part of the Bid shall contain item-wise Price details against each Enquiry Sl.No. Price quoted by the Supplier, item wise including Taxes & Duties **shall be furnished.** Preconditions for price will not be accepted.

4.

PRICE

Price shall be quoted on **FOR – BHEL PIPING CENTRE STORES, NEXT TO RPS STORES, WARD 55, BHEL, TRICHY-14** inclusive of **packing, forwarding, freight & transit insurance.**
The price shall include **all testing** charges.

PLEASE DO NOT QUOTE ON EX –WORKS BASIS.

	All items should be quoted on "**per unit basis" i.e., "per KG basis**". Prices quoted by the bidder shall be **fixed** and not subject to any escalation whatsoever during the period of contract.	
5.	Ordering will be done on item level L1 vendor only. Price Comparison shall be made to arrive at ranking based on net cash outflow to BHEL. The ranking will be done based on final total cash out flow quoted by individual bidders to BHEL for handing over of items at BHEL TRICHY STORES i.e, Price quoted for BHEL TRICHY STORES + GST % as applicable. (be it RA or sealed envelope bid opening; In case of RA, including both online sealed bid and dynamic bidding)	
6.	**VALIDITY OF THE OFFER** The quotation shall be valid at least for a period of 90 days from the date of technical bid opening/ 60 days from the date of last Reverse auction. Offer with lesser validity than above mentioned may not be considered.	
7.	**DELIVERY SCHEDULE** **4 Months from the date of PO**	
8.	**DELIVERY TERMS** FOR BHEL PC STORES , WARD 55 , NEXT TO RPS , BHEL TRICHY 14	
9.	**TAXES & DUTIES** **(**Applicable only for indigenous bidders. Foreign vendors may ignore**)-** **A**ll applicable taxes and duties for supply shall be indicated. **PL INDICATE THE GST % AS APPLICABLE**	
10.	**TERMS OF PAYMENT** **No advance payment shall be made by BHEL.** **100% after 60 days against receipt of material.** Payment shall be made against presentation of following documents to BHEL's Finance Department. A. Original GST compliant Invoice with 2 copies of same B. Delivery Challan in duplicate. C. Inspection report copy **D.** GST declaration. 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. **GST compliance:** a) GSTN registration number shall be indicated in all the 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) 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.

e) 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. Incase GST credit is denied to BHEL due to any reason not attributable to BHEL, GST amount along with interest levied or leviable on BHEL will be recovered from payment due to vendor.

11.

TRANSPORT

Transport of items shall be arranged by the Supplier.

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LD CLAUSE

If the supplier fails to deliver the items within the period specified in the contract the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the value for each week of delay up to a maximum of **10%** of the value of delayed/undelivered portion.

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). (for e.g. if vendor agrees for LD max. of 6% then the remaining portion i.e. 4% shall be loaded on his quoted rates for evaluating the offer).

LD Calculation & Loading

For the purpose of LD, LR date will be taken as the delivery date.
LD will be calculated or the number of days delayed from the PO delivery date.
%LD per day and LD value calculations are elucidated below:
No of days delayed = LR date – PO delivery date
%LD per day = (No of days delayed) * (0.5 / 7) subject to a maximum of 10%.
[% LD to be rounded to nearest two decimals]
LD Value = %LD calculated above * Value of the delayed supply

GST on Liquidated Damage

	(Applicable only for indigenous bidders. Foreign vendors may ignore)- Under GST regime, BHEL has to discharge GST liability on LD recovered from vendors. Hence applicable GST shall also be recoverable from vendors on LD amount. For this, Debit note will be issued by BHEL indicating the respective supply invoice number.	
13	**RISK PURCHASE CLAUSE** 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 despatch within the time stipulated as aforesaid 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 in addition to penalty at the rate mentioned under liquidated damages. **CANCELLATION / TERMINATION OF CONTRACT, DEFAULT / BREACH OF CONTRACT AND RISK PURCHASE** as per Standard Risk and Cost clause in Annexure 04	
14.	**GUARANTEE :** The materials are to be guaranteed for satisfactory performance for a period of 18 months from the date of dispatch or 12 months from the date of commissioning / putting into use whichever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on FOR / Destination basis within a reasonable time, maximum limited to the agreed delivery period. Guarantee / Warranty period is applicable as per tender specification, No deviation permitted and deviated offers are liable for rejection. BHEL will consider the ranking after the loading is applied as referred above (For Payment, LD, Guarantee) wherever deviations are observed.	
15	**PAINTING, PACKING AND MARKING:** a) The Supplier shall include and provide for secure protection and packing for the Components so as to avoid damages in transit to destination under proper conditions and shall be responsible for all losses or damages caused or occasioned by any defect in packing. b) The Components shall be packed in suitable strong cases wherever essential. Large article which are not packed in cases, shall have all screwed holes plugged suitably and machined surfaced properly protected. c) Weight and dimension limitation for transport shall be followed. d) Proper identification i.e. Marking, punching/stencilling of material code and including of tags for small components be ensured for easy recognition at stores/shipping.	
16.	**INSPECTION**	

	• Inspection will be done by BHEL / Authorized agency. Inspection charges of BHEL/ Their representative are to BHEL A/c. Any other testing charges should be included in the quoted prices. • The following documents should be provided during inspection by BHEL/BHEL approved agencies: i. Raw material TC for verification/review ii. Dimensional report • The availability of the following documents shall be ensured by the firm before offering of the components to inspection. i. Purchase order with details of Qty, weight, specification and full description of the items including size. ii. GMS, if PO does not specify the full description iii. Test certificates • Test certificate for chemical composition, mechanical properties as per specification are to be furnished and relevant heat treatment charts shall be submitted at the time of Inspection. • All facilities, equipment and instruments required for inspection shall be provided by the contractor free of cost. BHEL's Representatives will have free access to contractor's works during the currency of the contract. • BHEL shall have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract. BHEL shall also have the authority to reject all the work which does not conform to the specification. • BHEL if required may test the finished sample per lot/size at NABL approved Lab at the bidder's cost.	
17	**QUANTITY TOLERANCE** **-5 % to + 0% of Quantity tolerance will be provided for stock items.**	
18	**SUPPLY CONDITIONS** • Supply of G I Wire as per the following conditions and IS 280 • Packing: Packed in 10/25 Kg rolls. • After getting inspection clearance, GI Wire is to be dispatched to our Piping centre stores, ward 55, Next to RPS Stores, BHEL, Trichy-14 at your cost**.** • Following documents are necessarily required for dispatch 1. Invoice 2. Delivery Challan 3. Inspection report	
19.	**EVALUATION BY REVERSE AUCTION** • BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.

- In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of „online sealed bid‟ by the bidder will be considered a tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- If the lowest online sealed bid is the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required.
- Wherever more than one lowest online sealed bids are identical and lower than the estimate, start price will be declared by reducing the lowest online sealed bid by maximum of one decrement.
- In order to have serious bidding in RA, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process
- Wherever more than one bidder is H1, all H1 bidders will not be allowed to participate in further RA provided there are minimum 3 bidders after rejecting the H1 bidders.
- Time extension of 15 minutes based on the request from the bidder (maximum one request per bidder) on account of inability to bid, provided such requests come before five minutes of auction closing time.
- BHEL reserves the right to treat RA as failed in cases where no bidder accepts the start price and henceforth envelope price bids/e-price bids shall be opened. In such cases, no cognizance of online sealed bids shall be taken.
- Due importance should be given by the vendors in submitting the price bid against tenders.
- Punitive action as per guidelines, for
  - Not submitting ‘online sealed bid’ after acceptance to participate in RA.
  - Variation in final RA price and signed price breakup.

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PURCHASE PREFERENCE FOR MAKE IN INDIA

- For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT.
- In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Document certifying local content and penal action in case of wrong declaration by suppliers.

- The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification on their letter head certified by the authorized signatory of the bidder that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

	• False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. • A supplier who has been debarred by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted. • The onus of submission of appropriately certified documents lies with the bidder and BHEL shall not have any liability to verify the contents and will not be responsible for the same. However, in case BHEL has any reason to doubt the authenticity of the Local Content, BHEL reserves the right to obtain the complete back up calculations before award of contract failing which the bid shall be rejected.	
21	**PURCHASE PREFERENCE FOR MSE SUPPLIERS.** o Purchase preference for local MSE’s quoting in the tender has been increased from 20% to 25%. o Within the 25% reservation for local MSE’s, 3% reservation will be applicable for women owned MSE’s and 6.25% reservation will be applicable for MSE’s owned by SC / ST. o If the quantity is not-divisible, L1 rate shall be counter offered to eligible MSE supplier who fall within price band of L1 + 15%. On acceptance, entire quantity shall be ordered on MSE supplier. **Document to be submitted as proof of MSE.** MSE suppliers can avail the intended benefits only if they submit along with the offer, attested / notarized copies (by a Gazetted officer) of anyone of the following documents along with copy of UAM certificate- • Valid EM II certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II). • Valid NSIC certificate. • Copy of CA certificate (in BHEL’s standard format) 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 the Enquiry if any deficiency in the above required documents are not submitted before price bid opening. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. **Payment for MSE Indigenous bidders shall be as per MSMED Act 2006**	

22	This is to bring in your attention that information regarding ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors’ is now available on www.bhel.com on “supplier registration page”. Bidders are requested to go through these guidelines.	
23	The Bidder along with its associate/ collaborators/ sub-contractors/ sub-Bidders/ 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.	
24.	**GENERAL** :- • You are requested to submit your technical cum commercial bid (money value should not be indicated in this part) and price bid with FOR BHEL PC STORES, WARD 55/ subject to our terms and conditions for the above materials at our office/ONLINE, before 2 P.M on the due date. • Technical cum commercial bid will be opened at 2:30 P.M. at our office/ ONLINE on the due date and the same shall be informed to all the bidders. • Only techno commercially acceptable vendors will be considered for further process of bids • Late tenders are liable to be rejected. • If the offer is incomplete with respect to the above points, it is liable to be rejected. • BHEL reserves the right to negotiate with L1 vendor. • BHEL reserves the right to negotiate or refloat the tender opened if LI price is not the lowest acceptable price to them inter-alia other reasons. • BHEL reserves the right to increase or decrease the tendered quantity. • BHEL reserves the right to cancel this tender without assigning any reasons what so ever. • Deviation taken after placement of order will not be accepted (Both technical & on delivery). • Suppliers to analyze in detail, at the time of submission of offer with reference to our “delivery” requirement and confirm Compliance or otherwise. • BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject in part or full without assigning any reason whatsoever. • BHEL reserves the right to order on more than one vendor at the lowest acceptable price to BHEL. • Any other conditions, which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by the purchaser will not be applicable to this contract. • The PO copy with all details will be given to successful bidders in soft mode also. • Acknowledgement for receipt of PO shall be sent within one week from the date of receipt. • Unsolicited offers will not be considered for this enquiry .New Vendors may download Vendor registration forms from BHEL Web site WWW.BHEL.COM and submit all relevant data for registration purpose. • The offers of the bidders who are on the banned list 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. Also, for more details about bhel proceedings on banning suppliers, please refer the abridged version of extant ‘guidelines for suspension of business dealings with suppliers/ contractors’ that has now been uploaded on www.bhel.com on “supplier registration page” as well.	

- The bidders along with its associate/collaborators/sub-contractor’s/sub vendors/ consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL Web site 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.
- Unloading at BHEL Site has to be done by the suppliers and BHEL will not be in a position to provide any handling/ unloading facilities.
- In the event of more than one vendor becoming L1 for any of the item / items, the enquiry quantity for those item /items will be shared equally among all the L1 vendors.
- The correspondence between the bidder and BHEL through email is 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.
- No deviations to MOU shall be taken by vendors while submitting offers. Terms finalized in MOU will be final. No revision of prices entertained after tenders are opened.
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Note: Please read through all the points indicated above and submit this format duly filled, signed & stamped (scanned copy) along with the technical bid.

VENDORS SIGNATURE & SEAL

Annexure 2 of PART I FORMAT

UNPRICED OFFER SHEET

BHEL ENQ		**Offer Ref**	
ENQ date		**Offer Date**	
Due on		**Vend code**	

1	Name and address (Head office)	
2	Contact person's names, designation phone no(Office & resi) Cell no , Email id	
3	GST %	

A **TECHNICAL DETAILS**

Sl No	Matl code	Description	UN	Qty (KG)	Drg/BPS	Material Spec	Quoted/ Not Quoted
01	150170010000	Wire Dia 0.914 mm – GI – IS280	KG	10,000	IS 280	IS 280	
02	150170180000	Wire Dia 1.219 mm – GI – IS280	KG	7000.00	IS 280	IS 280	

B **SCOPE OF SUPPLY**

PRICES QUOTED SHALL BE **FIRM** Yes/No

As per IS 280	Yes/No

DATE:

SIGNATURE OF VENDOR WITH SEAL

Annexure – B

(For NEW VENDORS only)

Bidders who are not already registered or executed purchase orders with ***BHEL PC*** would be considered in this tender subject to furnishing the below requirements

DESCRIPTION OF DOCUMENTS	SUBMITTED YES / NO
CERTIFICATE OF REGISTRATION (COPY OF CERTIFICATE TO BE SUBMITTED).	
BANKER'S INFORMATION (COPY OF BANK PASS BOOK FIRST PAGE TO BE SUBMITTED).	
MSME VENDOR UAM CERTIFICATE ALONG WITH CA CERTIFICATE (AS PER BHEL FORMAT) (IF APPLICABLE).	
ADDRESS OF YOUR ORGANIZATION (COMPLETE POSTAL ADDRESS WITH PINC ODE)	
CONTACT PERSON/S, PHONE NO., MOBILE NO., FAX NO., E-MAIL ID.	
STATUTORY DOCUMENTS—GST/TIN REGISTRATION/SERVICE TAX REGISTRATION ETC. (COPY TO BE FURNISHED)	
NSIC/SSI CERTIFICATE (IF APPLICABLE)	
ISO CERTIFICATE (IF APPLICABLE)	
EXPERIENCE CERTIFICATE AS PROOF OF SUPPLY OF SIMILAR ITEM TO ANY GOVT.AGENCIES /PSU/ ORGANISATIONS. (COPY OF POS TO BE FURNISHED).	
AGENCY AGREEMENT WITH MANUFACTURER (IF APPLICABLE).	
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.

ANNEXURE A

PRE-QUALIFICATION CRITERIA for the supply of G I WIRE 4401900003/29.03.2019

The Bidder should submit the following documents along with the Quotation, in order to consider the offer. Offer without the following documents will be summarily rejected.

SL NO	BHEL REQUIREMENT	VENDOR CONFIRMATION AGREED / NOT AGREED
1.	**Letter of Authorization:** If offer is quoted by agents or traders(other than manufacturers), Letter of Authorization from manufacturer (or) Dealership Certificate should be submitted along with offer. Catalog of principal manufacturer should be submitted.	
2.	**Experience in supplying the product/s:** The vendor should enclose a purchase order copy against their experience during the past three years starting from 1st Jan 2016 in the supply of the item/s.	
3	**Financial details** Audited Balance Sheet and Audited Profit & Loss Account for the past three financial years. In case of foreign Bidders, credit rating report issued by D&B/Creditre form will be accepted in place of the above.	

NOTE:

i. Bids fulfilling the above criteria will be considered for further techno-commercial evaluation.
ii. Only techno-commercially accepted will be considered for price bid opening.
iii. Bidders to submit all supporting documents in English language. If documents submitted by bidder are in a language other than English, a self-attested English translated document shall also be submitted.
iv. Indigenous vendors referred to BIFR or Firms having strictures / hold by any other Government agencies will not be considered.