

**BHARAT HEAVY ELECTRICALS LIMITED**

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

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Enquiry No (Coll-No)	Enquiry Date	Due Date for Quotation
H181700066	23.10.2017	01.11.2017
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	CUTUBE 8.0 X 1.626 (16SWG) 160111630000	M	20.000	20.00	30.11.17
20	CU TUBE 8.0 X 1.626 (16 SWG) L777314200101001	M	1.000	1.00	30.11.17
30	CU TUBE 8.0 X 1.626 (16 SWG) L777414200101001	M	1.000	1.00	30.11.17
40	CU TUBE 8.0 X 1.626 (16 SWG) L777914200101001	M	1.000	1.00	30.11.17

General Note:

All items are same, hence vendors should quote for all items of the enquiry.

Enclosures:

- 1- NIT General Terms and Conditions
- 2- Commercial Terms and Conditions
- 3- MSME Certificate
- 4- Price Schedule

The offers should reach us 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**

Handwritten signature and date 23/10/17

NIT General Terms & Conditions

CATEGORY OF ENQUIRY: Two-Bid System

Sub : Copper Tube

Our Enq. No. : H181700066

Date : 23.10.2017

Sub: Supply of Copper Tube

We intend to procure **Copper Tube** for which Sealed Quotations are invited in Two-bid system i.e., Price Bid and Technical Bid along with un-priced bid (in duplicate). Sealed Quotations shall be submitted strictly in compliance with all Commercial Terms & Conditions (CTC) attached herewith. No deviations are permitted.

The sealed Quotation shall be submitted superscribing our enquiry reference no. and category of enquiry so as to reach us on or before 14:00 Hrs of **01.11.2017**. The Quotation received after the due date is liable to be rejected. In case any supplier is not in a position to submit the Quotation strictly as per Commercial Terms & Conditions (CTC) may submit REGRET letter.

- 1 Description of Material : As per Enquiry.
- 2 TDC : TC is required
- 3 Inspection : For all items, inspection by BHEL/BHEL Authorised TPIA.
(Supplier need to register ONLINE in BHEL website (www.cqir.bhel.in) for offering for inspection on readiness of material) BHEL representative from unit or CQ is authorised to carry out audits alongwith TPIA at vendor's works before clearing the items for despatch.
- 4 Offer Validity : Offer shall be valid for a period of 60 days from the Date of opening of Technical Bids
- 5 Delivery : As mentioned in Commercial Terms & Conditions
- 6 Payment Terms : Payment will be made after 45 days from the date of receipt and acceptance of materials at BHEL.
(offers from Indigenous suppliers with Payment terms as LC/Advance payment/against Proforma Invoice are liable for rejection)
- 7 Loading Criteria for Payment : 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.
- 8 Price Evaluation :
Price shall be considered on Landed Cost basis (Total cost to BHEL). Landed cost shall be worked out on price quoted including Quantity, P&F charges, Testing & Inspection charges, Freight, Transit Insurance, Loadings on Deviations, Customs duty, loading as per customs notifications, GST after taking out Input Tax Credit as applicable. The Price comparative statement shall be worked out on overall Landed cost basis (Total cost to BHEL) considering itemwise.
 - a) The comparative statement of the price prepared on the reference date shall remain firm throughout the execution period. Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors.
 - b) The Lowest price received against BHEL enquiry need not be commercially lowest price (L1). BHEL reserves the right to NEGOTIATE the same.
 - c) BHEL reserves the right/option to REFLOAT the enquiry if L1 price is not the lowest acceptable price to BHEL.

9 Details of submitting the offer :

Offers shall be submitted in Two Parts.

Part-I : Technical & Un-Priced Bid with Commercial terms and conditions

Part-II : Priced Bid

Above Two bids shall be kept in two separate sealed Covers superscribing the detail of the Type of offer kept inside (Technical / Priced Bid). The two sealed covers should be kept in another cover superscribed with the enquiry reference and details of contents ("Technical and Priced Bids") and the same shall be sent by Post/Courier addressed to The Sr. Manager (MM), HPVP, BHEL, Visakhapatnam- 530012(A.P), India. (or)

The cover containing both the bids as indicated above, may be personally dropped in the enquiry Box placed at Reception counter, Administration building, HPVP, BHEL, Visakhapatnam- 530 012.

In any case, the offers should be submitted on or before the due date. Late offers shall not be entertained.

Any revised offer(s) sent by vendor on their own after the tender opening will be treated as "Unsolicited Offer" and such offers will not be considered.

Offers sent by E-mail or by Fax are Not Acceptable. If you are not interested to quote, Regret letter by Mail shall be sent without fail.

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.

NIT General Terms & Conditions

CATEGORY OF ENQUIRY: Two-Bid System

Sub : Copper Tube

Our Enq. No. : H181700066

Date : 23.10.2017

10 Bid Opening:

Technical & Un-Priced Bids shall be opened in public on the due date provided sufficient Bidder's offers are received. Priced bids of qualified bidders shall be opened in Public with prior intimation regarding Date and Time of bid opening.

11 Special Provision for Micro and Small Enterprises (MSE): Applicable for INDIAN Manufacturers only:

i) As per the public procurement policy notified by the Central Government, Micro & Small Enterprises (MSE) participating in the enquiry 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 and such Micro and Small Enterprise shall be allowed to supply upto 20% of Quantity. In case of more than one such MSE, the supply shall be shared proportionately.

ii) Special provision for Micro and Small Enterprises owned by SC or ST:

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

iii) MSE Suppliers can avail the intended benefits only if they submit along with offer, the 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-C 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 date of bid opening (Part-I 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 are not submitted before price bid opening. If the enquiry 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.

12 Documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder.

13 Discrepancy in "Words" & "Figures":

- a If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

14 BHEL 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.

15 Linking up of old issues :

In case if you have any outstanding problems with earlier supplies, you should not linkup against this enquiry or PO at later stages.

16 No overdue interest will be payable by BHEL to either supplier or his bankers.

17 Commercial Terms and Conditions :

Vendor shall submit Categorical Confirmation on Commercial Terms and Conditions 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.

NIT General Terms & Conditions

CATEGORY OF ENQUIRY: Two-Bid System

Sub : Copper Tube

Our Enq. No. : H181700066

Date : 23.10.2017

GST CLAUSES:-

- 18 Indigenous Suppliers need to furnish their GSTIN in Annexure-A and submit the supporting documents along with their offer without fail.
- 19 The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- 20 The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Plates and Vessels Plant, Visakhapatnam is "37AAACB4146P7Z8" with state Code as "37" and State Name as "Andhra Pradesh".
- 21 No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- 22 Supplier shall mention their GSTN registration number(GSTIN) 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.
- 23 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 24 The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.
- 25 In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- 26 In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.
- 27 Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-HPVP due to fault / noncompliance by the vendor will be to the vendor's account.

COMMERCIAL TERMS AND CONDITIONS (For Indigenous Suppliers)
(To be filled in full and to be submitted along with offer)

ANNEXURE-A

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
1	PAYMENT	Payment term is 100% payment shall be made within 45 days from the date of receipt and acceptance of materials at BHEL. However, GST portion of invoice shall be released only upon: a. Vendor declaring the invoice in his GSTR-1. b. Receipt of Goods and Tax Invoice by BHEL. c. Confirmation of payment of GST thereon by vendor on GSTN Portal. 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 to be rejected.	
2	DELIVERY PERIOD	Exact Delivery Period to be quoted. The acceptable Delivery period shall be within 3 weeks to 5 weeks from the date of Purchase Order. <u>Loading Factor:</u> The offers which do not conform to 3 weeks of delivery period but are within 5 weeks of delivery period shall be loaded for the delayed delivery beyond 3 weeks @ 0.5% per week or part thereof on the offered basic value. Any offer quoting beyond 5 weeks of delivery period shall be summarily rejected.	___ Weeks from PO
3	DELIVERY BASIS	FOR - BHEL HPVP Visakhapatnam Stores	
4	FREIGHT CHARGES	INCLUDED (if extra indicate in %)	___ % on Basic rate / Included
5	TRANSIT INSURANCE	INCLUDED (if extra indicate in %)	___ % / Included
6	PACKING & FORWARDING	INCLUDED (if extra indicate in %)	___ % on Basic rate/ Included
7	i) GST ii) VENDOR GSTIN	To be indicated by supplier.	___ % GSTIN:
8	HSN CODE	To be indicated by supplier	
9	TESTING CHARGES (as per TDC)	Included. (if extra indicate in %)	___ % on Basic rate/ Included
10	INSPECTION CHARGES	BHEL A/c	BHEL A/c
11	OFFER VALIDITY	60 days from the date of Technical bid opening.	
12	TEST CERTIFICATE	MTC Required as per Material Specification	
13	PART QUANTITY/ PART ORDER	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.	
14	L.D.CLAUSE	Liquidated Damages shall be at the rate of 0.5% of the total order value per week of delay or part thereof subject to maximum of 10% of the total order value. 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.	

15	ARBITRATION	Notwithstanding anything contained in any document whatsoever, 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 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 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 such Head of the Unit as aforesaid, shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration 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 the 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	RISK PURCHASE	The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller.	
18	REJECTION REPLACEMENT	Rejected material, if any, after receipt of material at our end, shall be replaced by you immediately free of cost and also on freight paid basis.	
19	GUARANTEE CERTIFICATE	Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR BHEL,HPVP, Visakhapatnam / Destination basis within a reasonable time.	
20	FIRM PRICE	Price should be firm till execution of order.	
21	VENDOR STATUS (MICRO / SMALL)	a) MICRO / SMALL (To be indicated by vendor and latest copy of supporting documents as mentioned in RFQ shall be furnished along with offer)	
		b) whether owned by SC / ST Entrepreneurs (To be indicated by vendor and latest copy of supporting documents shall be furnished along with offer)	
22	QUALITY ASSURANCE PLAN	In the event of order, vendor should submit QAP within 10 days from the date of PO.	

The above format shall be completely filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as "Not Applicable". No column should be left blank. Non filling-up of columns may lead to rejection of your offer and also offers of those who do not confirm compliance of all the terms and conditions are likely to be rejected. If there is any difference (in the points accepted/confirmed) between the offer and this filled-up Commercial Terms & Conditions sheet, the later only shall prevail.

Vendor should categorically indicate confirmation of all the points of Technical Delivery Conditions and Commercial Terms & Conditions with signature and stamp at the bottom of each document and submit the same along with the offers. Offers of those who do not confirm compliance of all the terms and conditions are likely to be rejected.

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 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 forMicro / 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

Price Schedule (to be enclosed in price bid)

REF. NO.: H181700066

DATE: 23/10/2017

SL. NO.	ITEM DESCRIPTION	QTY (Mtrs.)	UNIT RATE (Rs.)	TOTAL PRICE (Rs.)
	PR Nos. 100001268/10, 100001314/10, R. Indent Nos. 100000280/1, 100000281/1, 100000282/1.			
10	CU TUBE 8.0 X 1.626 (16SWG)	23		