

Tender Notice

Tender No: 2016001561dt-15.12.2016

Due Date:26/12/2016

Online Tenders are invited in Two Part Bid System for supply of ISOLATION TRANSFORMER & VOLTAGE STABILIZER

- **Submission of Tender:** Till 14:50 hrs **26/12/2016**
- **Opening of Part –I (Techno commercial) bid:** At 15:00 Hrs. on **26/12/2016**
- 1. Techno-Commercial bid (Part-I) & Price Bids (Part-II) should be submitted in separately online. Techno-Commercial Bid shall contain detailed Technical Specification, taxes & duties, payment terms, delivery period, Validity of offer, Un priced bid etc. The confirmation to the terms & conditions must be submitted along with Techno-Commercial bid.

Tenders are invited through electronic mode from eligible suppliers.

The offers shall be posted into the system before the date and time specified. Bids shall be submitted through e-Procurement portal, <https://bheleps.buyjunction.in> of M/s. M-Junction Services Limited who are our solution provider (Bidders are requested to visit website to view corrigendum/ extension/ modification to NIT before submitting offer).

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 Corrigendum) and not in the newspapers. Bidders to keep themselves updated with all such information. Bidders may please visit <https://bheleps.buyjunction.in> for document submission.

2. Pre-Qualifying Requirement (PQR) condition:

Sr. No.	PQR Condition	Vendor remarks
1	Vendor should have supplied similar/ same item to BHEL/PSU/reputed companies in past 02 (two) Years. A copy of purchase order is required to be submitted as a documentary proof.	
2	Audited annual report (balance sheet and Profit & Loss Account) & ITR of last 3 years.	
3.a	For Manufacturer: Capabilities with respect to personnel, equipment and manufacturing Facilities. <i>Manufacturing Capacity (Major Machine: category-wise & number-wise), No. of Machines supplied during last 5 years, Outstanding Order Book position, Liquidation Plan of all machines including BHEL machines under consideration for ordering.</i>	
3.b	For Dealer: - 1) Authorization letter from OEM is mandatory. 2) In case of foreign principal: An agency agreement deed copy is Required.	

3. Technical Requirement: Technical Specification is attached at Enclosure-1

Sl. No.	Description	BHEL Requirement	Supplier Confirmation
1	Pre dispatch inspection	Required	
2	Test Certificate	Required	
3	Warrantee Certificate	Required for 1 Year	
4	Operating and maintenance manual	Required	
5	Recommended spares	Required	
6	Erection & commissioning at BHEL works	Required	

4. Offer Validity: 90 days from the date of opening of Part-I offer (Techno-commercial).

5. Terms and conditions:

Sl. No	Terms	Description	Supplier Confirmation
1	Price	The prices to be firm and inclusive of all taxes and duties, freight and insurance etc. Supplier will submit Billing breakup along with the offer.	
2	Evaluation	<u>'Supply' and 'Erection & Commissioning' charges shall be quoted separately.</u> The evaluation of tender shall be on the basis of "total cost to BHEL" including Supply and Erection & Commissioning. For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I in case of two-part bid) shall be considered.	
3	Delivery, installation & commissioning	Within 4 (Four) weeks from the date of PO. Date of receipt at BHEL –CSU stores, Jagdishpur works shall be treated as date of delivery. For E&C (Installation, commissioning & training etc.): Within 2 (Two) Weeks from date of Intimation by BHEL to start the work.	
4	Delivery Terms	FOR, BHEL –CSU Stores, Jagdishpur.	
5	Payment Term	i) 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL(USER). However, for MSE Vendor, payment shall be made as per MSMED Act of Govt. of India. ii) All bank charges shall on vendors account iii) Supplier should submit the original tax invoice. iv) Supplier should mention their TIN no. on the bill. v) Original excise duty gate pass shall be submitted by the vendor to enable purchaser to claim	

		CENVAT credit (If applicable) vi) Excise duty and CST shall be paid as applicable on the date of invoicing. vii) Any other tax applicable, if any shall be payable on submission of documentary proof.	
6	Excise duty	ED payable shall be restricted to the prevailing rate of the basic price	
7	VAT	VAT is payable for intra state dispatches	
8	CST	CST is not payable by BHEL, However C-form shall be provided by BHEL. In case BHEL is not in a position to issue C form the differential CST i.e. the diff in CST for supplies with and without C-form is only payable	
9	Service tax	Service tax extra as applicable	
10	Octroi /Entry tax	Applicable taxes to be indicated in offer and is payable extra only on submission of documentary proof	
11	Guarantee Certificate	Materials to be supplied in good quality and free from defects. More over all the Item/materials Shall carry a Guarantee for a period of 1 year from the date satisfactory commissioning. Defects if any found in this period shall be indicted to the supplier and the same to be replaced by supplier free of cost (including to and fro transportation) within 1 month.	
12	Liquidated Damages (LD)	Penalty will be considered separately for 'Supply' and 'E&C'. The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).	
13	Pre Dispatch Inspection	If required BHEL will have pre dispatch inspection.	
14	Consignee	The Stores Officer, Fabrication Plant, BHEL, IA Jagdishpur, Distt.- Amethi (UP) 227817	
15	Billing Address	The Purchase officer, CSU & FP, BHEL, IA Jagdishpur, Distt-Amethi (UP),227817	

6. Special Instruction:

- For all the new vendors who are not registered with BHEL (CSU & FP) as well as vendors registered with BHEL (CSU & FP) who have not submitted Supplier Registration Form (SRF) earlier, duly filled up "Supplier Registration Form" through <http://supplier.bhel.in> along-with all the supporting documents. Please confirm in your offer that SRF has been filled. However please note

that if in any case SRF has not been filled within 15 days of tender opening, your offer may liable to be ignored. Kindly inform us after filling the SRF.

2. All taxes/duties/levies etc. must be specified separately in amount or in percentage. Incomplete offer shall not be acceptable.
3. In case vendors do not accept BHEL-CSU & FP, Jagdishpur payment terms as per enquiry proper loading shall be done.
4. **Duly filled & signed with company seal on all documents to be submitted along with offer.**
5. **Offers not meeting our requirement because any kind of deviations in technical or commercial terms are liable to be rejected by BHEL at its discretion.**
6. Please submit point wise compliance to our specification, terms & conditions .**Otherwise it will be presumed that you are accepting BHEL's Terms & condition.**
7. BHEL, CSU & FP, Jagdishpur reserve the right to procure from more than one vendor.
8. Please quote price in figures & words both. In case the prices quoted in words and figures are different, the value indicated in words will be considered for evaluation and establishing L1 status.
9. The offers of the bidders who are on the banned list and also the offers of bidders, who engage the services of the banned firms, shall be rejected. The list of firms is available on web site www.bhel.com

7. Reverse Auction (RA):

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 as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Information and General terms and conditions governing RA are given below:

- i) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- ii) BHEL will engage the services of a Service Provider who will provide all Necessary training and assistance/ demonstration before commencement of on line bidding on internet.
- a. BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training/ demonstration.
- b. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- c. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the vendor will not be eligible to participate in the event.
- d. BHEL will provide the calculation sheet which will help the Vendors to arrive at "Total Cost to BHEL" by including items like Packing & Forwarding charges, Taxes and Duties, Freight charges, Service Tax for Services and loading factors (for non-compliance to BHEL Commercial terms & conditions, if any) for each of the Vendors to enable them to fill-in the price and keep it ready for keying in during the Auction.
- e. Reverse auction will be conducted on a scheduled date & time.
- f. At the end of Reverse Auction event, the lowest bid value will be known on the network.

- g. The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
 - h. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
 - i. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 9. Rejections:** The supplier shall arrange replacement/ repair within one month from the date of rejection intimation upon failure on supplier's part to comply. BHEL will take whatever appropriate action they may think fit in addition to repair/return of rejected material at the cost and risk of the supplier.
- 10. Risk purchase:** In case of delays in supply of materials/defective materials not fulfillment of any other terms and conditions given in the purchase order, the purchase may cancel the full or part thereof, and may also make purchase of such material from elsewhere/alternate source at the risk and cost of supplier.
- 11. Arbitration:** Any dispute arising out of this contract shall be referred to the sole arbitration of GM-CSU& FP- BHEL, Jagdishpur. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at Administrative building, BHEL-CSU & FP, Jagdishpur.
- 12. Jurisdiction** - In case of any suit or other legal proceedings arising under or relating to the contract, the Jurisdiction of Sultanpur (UP) district court shall apply
- 13.** MSE Suppliers can avail the intended benefits as MSME Govt. Act.
- 14.** Tender's other details are attached at Enclosure-1.

(Rakesh Kumar)
Sr. Engineer /MM