

Notice Inviting Tender

Tender Enquiry No: 201701051

Dtd: 03/08/2017

E-Tender are invited in Two Part Bid System for the supply of Fuel Gas for Metal Cutting as per BHEL specification BHEL/FP/TS/46 for FP Plant.

(I) General:

1. The tender will be under two part bid system. The first part would be techno commercial bid and the second part would be the price bid. Price bid would be opened for only those suppliers who qualify in the techno commercial bid. Alternatively, BHEL reserves the right to go for reverse auction for techno-commercially qualified bidders through electronic media. If this option is used, the suppliers who qualify in the techno commercial bid would be contacted by our authorized service provider for web based reverse auction.

2. **Mode of Submission of offer:** Being e-tender, offer will be submitted online through e-tender portal: <https://bheleps.buyjunction.in>

3. E procurement Service Provider details:

M/s M- Junction services limited, Kolkata
Godrej Water Side, 3rd Floor, Tower-1,
Plot-V, Block - DP Sector - V, Salt Lake,
Kolkata-700091, West Bengal, INDIA

Sl. No.	Email Id	Contact No.
1	eps.customercare@mjunction.in	033-66106426/6217/6013/6046/6176 9163348283/9163348284/9163348285

4. The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

5. Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to BHEL-CSU&FP. **Any offer received in Hard copy shall not be accepted and straightway rejected by BHEL-CSU&FP**

6. The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Price shall not be mentioned by them anywhere in the techno-commercial offer. Price shall be furnished in the relevant price schedule only. In case of any clarification, bidder may contact us.

7. Bids shall be submitted through e-Procurement portal, <https://bheleps.buyjunction.in>, of M/s M-Junction Services Limited who is our solution provider.

8. **Tender Cost & EMD:** NIL

9. **Latest updates:** Latest updates on the critical 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). Bidders to keep themselves updated with all such information. Bidders may please visit <https://bheleps.buyjunction.in> for document submission.

(II) Pre-Qualifying Requirement (PQR) condition:

Sl. No.	PQR Condition	Vendor remarks
1	Financial standing through latest ITR, Annual report (balance sheet and profit & loss account) of last 3 years. i.e. FY 2013-14, 2014-15 & 2015-16	
2	Vendor should have supplied similar / same item to BHEL/PSUs/reputed companies in past 02 (two) Years. A copy of purchase order is required to be submitted as a documentary proof. (The period of 2 years shall be considered from date of opening of Part-I bid).	
3	For Manufacturer: - Capabilities with respect to personnel, equipment and manufacturing Facilities. Or for Trader/ Dealer/ Agent etc. a) Authorization letter from their principal is mandatory. b) In case of foreign principal: An agency agreement deed copy is required.	

Note- *Bidders who qualifies in above qualifying requirement shall be eligible for techno-Commercial evaluation of the offer.*

(III) Item Description and Scope of Supply:

Sl. No.	Item Description	UoM	Qty.
01	FU5440097988 Fuel Gas for Metal Cutting in sizes as per BHEL specification BHEL/FP/TS/46	KG	50000

(IV) Technical requirement:

1. Supplier to submit Test Certificate in original along with material which shall verify the quoted parameters of specifications along with offer.
2. Supplier to submit Guarantee Certificate in original for 1-year validity of quality and quantity of material along with each lot of supply.
3. Only manufacturer are allowed to quote in this tender. However, supply can be arranged through their authorized dealers.
4. Overall Quantity variation is applicable $\pm 10\%$.
5. Technical requirement shall be as per enclosed Annexure-4 (technical data sheet). Vendor to pointwise confirm all the technical requirement in technical data sheet and submit the same along with offer duly sealed & signed copy.

(V) Commercial Terms and Conditions:

Sl. No.	Terms	Description	Supplier Confirmation
1	Techno-Commercial Compliance Statement	Bidder to Submit/upload Techno-Commercial Compliance statement (Refer Annexure-2). This sheet is mandatory to fill.	
2	Delivery	Delivery shall be made within 3 days from the date of intimation from BHEL through email (Excluding date of intimation). Each lot shall comprise at-least of 50 Cylinders and 60% of supplied cylinders in previous lot shall be return by BHEL along with next lot of supply. Date of receipt at BHEL-FP stores, Jagdishpur works shall be treated as date of delivery. Early delivery is acceptable	
3	Delivery Term	Deliveries shall be F.O.R. BHEL, FP, Stores, Jagdishpur,	
4	Test Certificate	Supplier to submit Test Certificate in original along with material which shall verify the quoted parameters of specifications along with offer.	
5	Guarantee Certificate	Supplier to submit Guarantee Certificate in original for 1-year validity of quality and quantity of material along with each lot of supply.	
6	Qty Variation	Applicable @ $\pm 10\%$ on overall ordered qty	
7	Price Variation Clause	Not Applicable	
8	Insurance	Insurance shall be borne by Vendor	
9	Price	The basic prices shall be firm. All taxes & duties to be specified. Specifically which shall be applicable at actual at	

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सी०एस०यू० एवं फैब्रिकेशन प्लान्ट, औ० क्षेत्र० जगदीशपुर, जिला- अमेठी-227817

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt of India Undertaking)

CSU & FABRICATION PLANT,

Industrial Area Jagdishpur, District : Amethi, UP-227817, India

		time of invoicing. Supplier to raise the invoices only as per GST Act of GOI. The GSTN no of supplier as well as GSTN No of BHEL must be mentioned on the invoices/bills of the materials. The correct HSN code as well as rate of GST applicable are mentioned in the invoice/bills.	
10	Evaluation	Evaluation shall be done on the basis of landed cost to BHEL, FP Stores, and Jagdishpur inclusive of loading, if any. In case vendor do not accept BHEL, CSU & FP, Jagdishpur payment terms/Delivery Term/ Penalty for delay Clause/Bank Guarantee clause as per enquiry than proper loading shall be done.	
11	Terms of Payment	1. Lot-wise payment with 100% within 30 days after receipt of material at BHEL FP store, subject to acceptance (SRV) of material for each lot of supply. For MSME vendor's payment shall be done as per MSME act of GOI. 2. Original excise duty gate pass shall be submitted by the vendor to enable purchaser to claim Cenvat credit (if applicable).	
12	Validity of offer	Offer validity will be for 90 days from date of opening of Part-I of enquiry	
13	Penalty for Delay	The delivery of material shall be made within the time prescribed. Failure to deliver the material in time as per the delivery specified above would make the vendor liable to an un-conditional penalty at the rate of half percent (1/2%) of the price of the goods undelivered per week (or part thereof) Subjected to a maximum of ten percent (10%) of the order.	
114	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.	
15	Risk purchase:	In case of delays in supply of materials/defective materials not fulfilment 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.	
16	Arbitration	Any dispute arising out of this contract shall be referred to	

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सी.एस.यू. एवं फैब्रिकेशन प्लान्ट, औ. क्षेत्र जगदीशपुर, जिला- अमेठी-227817

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		the sole arbitration of Head of Unit- 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, FP, Jagdishpur.	
17	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.	
18	Consignee	The Stores Officer, BHEL, FP, I.A. Jagdishpur, Distt. Amethi (UP)-227817	
19	Billing Address	The Purchase officer, FP, BHEL, I.A. Jagdishpur, Distt. Amethi (UP)-227817	
20	Documentations	One set of all required documents (ink signed) must accompany the supply and one set (Ink Signed) to be sent to Purchase officer before the dispatch.	
21	Reverse Auction	BHEL reserve 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 of 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 tempering of the tender process and will invite action by BHEL as per extent guidelines for suspension of business dealings with suppliers/ contractors(as available on www.bhel.com).	
22	Note	All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supply to BHEL in the Return. Also, ensure that the existing contracts which spill over to next year are modified accordingly. The vendor must ensure the GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server'.	

		In absence the same or any loss of GST Credit due to the vendor, shall be recovered/not payable to the Vendor For CSU & FP BHEL GSTIN Reg. No:09AAACB4146P2ZC State Code: 09 (Uttar Pradesh)	
23	Technical Specification	Technical requirement shall be as per enclosed Annexure-4 (technical data sheet). Vendor to pointwise confirm all the technical requirement in technical data sheet and submit the same along with offer duly sealed & signed copy.	

(VI) Attachment to Tender Enquiry:

Sl. No.	Description	Annexure/Enclosure
1	Preferences for MSEs, if applicable	Annexure:1
2	Techno commercial compliance statement	Annexure:2
3	Open Tender Procedure	Annexure:3
4	Technical Specification	Annexure:4
5	NIT	Enclosure

(VII) Others:

- For new vendors who are not registered with BHEL (CSU & FP) online filled up "Supplier Registration Form" on BHEL link (<http://supplier.bhel.in> / or <https://suppliers.bheltry.co.in/>) along-with all the supporting documents to be submitted.
- All taxes/duties/levies etc. must be specified separately in amount or in percentage. Incomplete offer shall not be acceptable.
- Duly filled & signed with company seal on all documents of tender enquiry to be uploaded as token of acceptance of tender enquiry terms & conditions. Please mention deviation (if any) in Techno-commercial compliance sheet.
- Please submit point wise compliance to our specification, terms & conditions. Otherwise it will be presumed that you are accepting BHEL's Terms & condition.
- 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.
- Original manufacturer's test certificate required along with dispatch documents. In case supplies are from traders, It shall be the responsibility of the trader to provide original manufacture's certificate with linkage to trader's invoice stating batch No.
- The offers of the bidders who are on the banned list as 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
- In case vendor do not accept BHEL, CSU & FP, Jagdishpur payment terms as per enquiry proper loading shall be done.**
- BHEL, CSU & FP, Jagdishpur reserve the right to procure from more than one vendor.

10. BHEL CSU & FP shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.
11. Quotation should be, as far as possible, free from correction / overwriting. Correction/overwriting, if any, should be signed by authorized person with the company seal.
12. The rates must be quoted indicating basic material rate, packing, forwarding, freight & insurance, discount, if any, and applicable taxes and duties, each of them shown separately.
13. If there is any difference / discrepancy in rates quoted for per unit and total and any arithmetic addition for number of items, the lower of the rates beneficial to BHEL CSU & FP will be considered.
14. Packing: Goods must be adequately packed in proper carton / wooden box / drums /suitable container to protect against loss, damage or corrosion and to withstand normal inland transportation and handling. Hazardous material should be notified as such and their packing, transportation and other protection must conform to applicable regulations.
15. The quantity in each item to be purchased may vary from quantity enquired according to actual requirement at the time of placing the Purchase Order. Quantity discount, if any, should be mentioned in the quotation.
16. In the quotation, earliest firm delivery (number of days or weeks) by which material will be despatched from the date of receipt of order must be indicated.
17. Purchase Order will be placed on the lowest quotation only among the technically & commercially accepted quotations. Lowest quotation is determined on the basis of Total Cost to BHEL CSU & FP including basic value, taxes and duties, freight, insurance, loading factors for deviations to terms and conditions.
18. Corrigendum / extension / addendum, if any, pertaining to this tender will be published in the web site www.bhel.com and / www.eprocure.in .
19. The bidder may have to produce original document for verification if so decided by BHEL.
20. Offer shall be submitted directly by vendor or his authorized representative / agent only and the offer should be in line with regulatory guidelines (i.e., Agency agreement between principal vendor and agent / representative shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency commission etc.) OEM details shall be provided if supplier is not a manufacturer.
21. Contact person details:

Pradeep Kumar Yadav

Sr. Engineer –MM

Phone: 05361 224136/238

E-mail: pkvyadav@bhel.in /kavita.singh@bhel.in