

Notice Inviting Tender

Tender enquiry No.-TE/CS & FP/18-19/016

Date: 30.03.2019

Sealed bid offers are invited in Two Part Bid System for the Supply of Non Modular Bricks (First Class Designation) for CS&FP Plant.

General-

- **Opening of Techno-commercial bid** at 15: 00 Hrs. on 09.04.2019
- **Submission of Tender:** Till 14.30 Hrs. 09.04.2019
- Bids has to be submitted in the Tender Box, kept at

**Administrative Building,
CS & FP, BHEL
Industrial Area Jagdishpur
Dist. Amethi-PIN-227817, UP.**

1. Techno-Commercial Bid to be in envelop No.1.-Super scribe this envelope as-Tender Enquiry no. **TE/CS & FP/18-19/016 dtd 30.03.2019**–“Techno-Commercial Bid” with due date of opening.
2. Price bid to be kept in envelop No- **TE/CS & FP/18-19/016 dtd 30.03.2019** “Price bid” with due date of opening
3. Envelope No.1 & No.2 are to be kept in a bigger envelope No.3 Super scribe this envelop as-Tender Enquiry no. **TE/CS & FP/18-19/016 dtd 30.03.2019** with due date of opening.
4. Offers with deviations from terms and conditions & specification of the tender may not be considered.
5. BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post.
6. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation, or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
7. Duly completed offers should reach following address on or before due date and time to Sr. DGM-MM HEAD (CS & FP) BHEL, Industrial Area Jagdishpur, Distt. Amethi (UP) PIN-227817.
8. In case you are not quoting, please send your regret letter/Email positively for our reference.
9. Tender received after the specified time of their “SUBMISSION” will be treated as late tender and shall not be considered under any circumstances.
10. Supplier shall quote for all the items in the enclosed price bid format only.
11. In case of any clarification, please email at pk Yadav@bhel.in/kavita.singh@bhel.in/atul.pandey@bhel.in

• **Item description and scope of supply:**

Sl. No.	Item Description	Specification	Unit	Qty.	Delivery Schedule
1	Non Modular Bricks (First Class Designation)	Compressive strength not less than 10.5N/mm ²	Nos.	80000	Within Four Weeks from date of PO, early and part delivery acceptable

Terms and conditions are detailed below:

a) Special Instruction:

1. All taxes/duties/levies etc. must be specified separately in amount or in percentage. **Incomplete offer shall not be acceptable.**
2. In case vendor do not accept BHEL, CS & FP, Jagdishpur payment terms as per enquiry proper loading shall be done.
3. **Duly filled & signed with company seal on all documents to be submitted along with offer.**
4. **Offers with deviation in Delivery & payment terms shall be liable to rejection of offer.**
5. BHEL, CS & FP, Jagdishpur reserve the right to procure from more than one vendor.
6. 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.
7. 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

b) Commercial conditions:

1	Delivery Schedule	Within 04 Weeks from the date of placing of Purchase order. Date of receipt at BHEL–CS stores, Jagdishpur works shall be treated as date of delivery. Early & Part delivery is acceptable.
1.1		Deliveries shall be F.O.R., BHEL CS store Jagdishpur
1.2		Date of receipt at BHEL, Jagdishpur works shall be treated as date of delivery
2	Insurance	Insurance shall be borne by Vendor
3	Price	
3.1		The basic prices shall be firm. GST rates to be specified specifically.
3.2	Inspection	Inspection shall be carried out by BHEL after receipt of material at CS&FP. Material shall be tested on random basis from separate lots by BHEL. In case test results fail from a lot, entire lot shall be rejected.
4	Evaluation	Evaluation shall be done on the basis of total landed cost to BHEL, CS & FP, Jagdishpur inclusive of loading, if any In case vendor do not accept BHEL, CS&FP, Jagdishpur payment terms/Delivery Term/ Penalty for delay Clause/Bank Guarantee clause as per enquiry than proper loading shall be done.

5	Terms of Payment	100% within 30 days from date of receipt of material at CS Store, BHEL–CS&FP, subject to acceptance (SRV) of material. For MSME vendor's payment shall be done as per MSME act of GOI.
6	Validity of offer	Offer validity will be for 90 days from date of opening of Tender enquiry
7	Penalty for Delay	The delivery of material shall be made within the time prescribed. In Case of intimation, date of intimation will be consider for LD calculation. 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. Note: "Recovery of LD will include GST as applicable."
8	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.
9	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.
10	Arbitration	Any dispute arising out of this contract shall be referred to the sole arbitration of GM- CS & 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, CS&FP, Jagdishpur.
11	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.
12	Consignee	The Stores Officer, BHEL, CS&FP, I.A. Jagdishpur, Distt. Amethi (UP)-227817
13	Billing Address	The Purchase officer, CS&FP, BHEL, I.A. Jagdishpur, Distt. Amethi (UP)-227817
14	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.
15	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).
16	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 GST Portion of invoice shall be released on • Vendor declaring such invoice in his GSTR-1 and • Receipt of Good and Tax Invoice as per GST and • Confirmation of Payment of GST thereon by vendor The finance dept will hold the payment of GST charged in bill and make payment of after compliance of above. 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. For CS&FP BHEL GSTIN Reg. No:09AAACB4146P2ZC State Code: 09 (Uttar Pradesh)

PREFERENCES/BENEFITS FOR MSEs:

Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:

1. The tender documents shall be issued free of cost to MSEs.
2. MSEs are exempted from payment of Earnest Money Deposit (EMD).
3. In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 20% of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity).

Note: Special provision for Micro and small enterprises owned by SC or ST: -

Sub target of 20% (i.e. 4% out of 20%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (Five years from date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (format enclosed as per annexure-I) applicable for the year, certifying quantum of investment in plant & machinery within permissible limit as per the act of relevant status (micro & small) where deemed validity of EM-II is over. Date of 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 bidder & MSE status of such suppliers shall be shifted to non MSE supplier till the supplier submits the documents. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.

In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1

ANNEXURE- I

Certificate by Chartered Accountant on letter head

This is to Certify that M/S.(Hereinafter referred to as 'company') having its registered office atis registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-11dated: Category: (Micro/Small) (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date 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: RsLacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs -----Lacs for Micro/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 5.0. 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

<u>Price Bid</u>					
Tender Enquiry No.- TE/CS & FP/18-19/016 date 30.03.2019, Non Modular Bricks (First Class Designation) for CS&FP Plant.					
SL. NO.	Item Description	QTY	UNIT	Rate	Total
01	Non Modular Bricks (First Class Designation)	80000	Nos.		
Total					
Packing & forwarding charges@.....%					
Freight Charges@.....%					
Any other charge					
GST @.....%					
Grand Total (PO Value)					

Total Cost to BHEL (in figures) =

Total Cost to BHEL (in words) =

Note:

- 1 No condition / any statement should be given in the price bid. Any condition / statement may invalidate the price bid. Any clarification / information may be sought before submitting the tender
- 2 Validity for Offer: 90 days from date of bid opening.

Seal and Sign of Bidder