

PROCEDURE FOR SUBMISSION OF SEALED TENDERS

Bids shall be submitted latest by 14:00 hrs. on the due date in a sealed cover separately with bidder's seal super scribed with "Tender Enquiry No. due date of opening "

The offer should be submitted in a sealed cover as mentioned above and it should reach in tender box named BHEL-EPD kept in reception by 14:00 hrs. on the due date addressed to:

**EPD Tender box
Bharat Heavy Electricals Ltd
Electric & Photovoltaic Division
PB No: 1245, Science Institute Post
Bangalore – 560012**

**TENDER Ref No: 30028758 / 18.07.2019
DUE DATE: 08.08.2019**

OR

OFFERS CAN BE SUBMITTED THRU EMAIL ON BELOW MAIL ID – pricebid-epd@bhel.in

(A) Scope of work

- **Heat Transfer Oil. Grade: Shell S2 only. Qty 2000Ltrs. Offers with other than SHELL S2 GRADE shall not be considered for evaluation.**
- **ONLY Offers from authorized dealers/distributors shall be considered.**
- **Authorized dealers/distributors must submit valid "SHELL" authorized certificate.**
- Any assumption or approximate or deviation should be brought out in the separate deviation sheet only. If you have not quoted as per our requirement, your offer is liable for rejection.

(B) Bid Opening

Bids will be opened at 14:30 hrs on due date in the presence of bidders or their representatives who wish to be present.

(C) Delivery Term

The price quoted should be on F.O.R. BHEL-EPD-STORES (Bangalore-12).

(D) Delivery Period

The material to be delivered in the month of November 2019 in a single lot.

(E) Late Delivery:

In case of delayed delivery, late delivery charges @0.5% per week up to a maximum of 10% will be levied on the defaulting quantity for the delayed period as per the corresponding PO.

(F) Terms of Payment

45 days credit after receipt & acceptance of material at BHEL EPD Stores. Offers with advance payments shall be rejected. However credit period can be reduced on loading as below.

(G) Loading

Interest @ (SBI MCLR rate+6%) per annum will be loaded for the differential credit period (Specified credit period offered by supplier) and the differential amount (amount of payment specified-amount of payment asked for in the offer stage-wise). In case, the delivery basis stipulated by the Tender is different from that sought for, loading for the corresponding elements viz: freight, insurance etc. shall be made as per prevailing BHEL contract rates existing as on the date of tender opening. No deviation is allowed regarding delivery and payment terms. This is for ranking purpose only.

(H) Other Conditions

Test certificate, Guarantee Certificate as applicable to be supplied along with the supply.

(I) Arbitration

Settlement of dispute, if any arises, at any time between the BHEL and the vendors upon or in relation to or in connection with the vendor, the same shall be referred to the sole arbitration of the head of BHEL unit or to person appointed by him. The award of the arbitrator shall be final and binding on both BHEL and the vendor.

(J) Legal Jurisdiction

In case of any legal proceedings, area of jurisdiction will be Bangalore in case of EPD.

(K) Validity of Rates

Bid, including Prices, should be valid at least for 90 days from the opening of price bid or till the completion of supply whichever is later.

(L) Deviations

A separate sheet indicating deviations in technical specification, commercial terms and conditions to be enclosed in Annexure – 'K' of the offer. If there are no deviations same has to be certified and duly signed by the vendor.

(M) Clarifications sought by BHEL during Technical & Commercial evaluation

In case BHEL asks for any clarification, the vendor has to submit the same within the specified date otherwise the offer will be evaluated considering the clarifications, if any received as on the specified date. No grace period or late submission is allowed.

(N) Price Impact

In case, out of techno-commercial discussion has any price implication, only corresponding price impact is to be submitted by the vendor in a sealed cover within the specified date.

(O) Price Evaluation

Prices shall be considered on total landed cost basis (cost to BHEL). Landed cost shall be worked out on price quoted including freight, GST after taking out GST benefit, as applicable. The comparative statement shall be worked out **on landed cost basis (ITEM WISE)**. The comparative statement of the prices 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.

- The lowest price received against BHEL tender need not be commercially lowest price (L1).
- BHEL reserves the right/option to refloat the tender if L1 price is not the lowest acceptable price to BHEL.
- Kindly note that if you are registered under M&SE Act 2006, confirm the same in your quotation and submit the latest valid certificate for Micro & Small enterprises (MS&E) and for the SC/ST ownership, if any, for availing benefits as per the act.
- BHEL wishes to **encourage the participation of Micro and Small scale enterprises (M&SE)**.
- In case L1 vendor is not a M&SE, 15% purchase preference will be given to the other M&SE for ordering up to 20% of the tender quantity, provided the M&SE matches the L1 price. In case of more than one such M&SE's, the share of 20% will be distributed proportionately.
- 4% of our total procurement is earmarked for procurement from M&SE enterprises owned by SC/ST. In the event there is no participation from such micro and small scale enterprises. The same shall be met through other M&SE's.

(P) For this procurement, Public Procurement (Preference to Make in India), order no. P-45021/2/2017-B.E.-II DT 15.05.2017 & 28.05.2018 & subsequent orders issued by 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.

(Q) ETHICS IN BUSINESS DEALINGS & 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."

(R) GOODS & SERVICE TAX

Following conditions shall be fulfilled by seller /contractor for payment of GST (IGST/CGST&SGST).

- BHEL is in possession of a tax invoice or debit note issued by a Seller/contractor registered under GST Act, or such other taxpaying documents as may be prescribed.
- BHEL has received & accepted the goods or services or both. (For the purposes of this clause, it shall be deemed that the registered person has received the goods where the goods are delivered by the supplier to a recipient or any other person on the direction of such registered person, whether acting as an agent or otherwise, before or during movement of goods, either by way of transfer of documents of title to goods or otherwise;).
- The tax charged in respect of such supply has been actually paid to the Government, either in cash or through utilization of input tax credit admissible in respect of the said supply.

In case goods or services has been returned or rejected , As per Section 34(2) of CGST Act, credit note to be raised maximum by earliest of the following:

- September following the end of the financial year in which such supply was made, or
- The date of furnishing of the relevant annual return

Seller/contractor declare Invoice in GSTR-1 and Receipt of goods and tax invoice by BHEL and Confirmation by seller/contractor of payment of GST thereon on GSTN portal

- In case GST credit is denied to BHEL due to non / delayed receipt of goods and /or tax invoice or expiry of time line prescribed by GST law for availing such ITC or any other reason not attributable to BHEL, GST amount shall be recoverable from seller / contractor along with interest levied/leviable (@ SBI base rate +6%) on BHEL through PBG or from the pending bills.

- In case seller / contractor delays declaring Invoice in his return and GST credit 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 seller / contractor along with interest levied/leviable (@ SBI base rate +6%) on BHEL through PBG or from the pending bills.
- From Indian bidders payment; 2% of basic value shall be deducted from payment as TDS & TDS Certificate shall be issued by BHEL, as per amendment in GST Law. GOI has amended GST Law - Section 51 of the CGST Act 2017 wherein Government Agencies (PSU) has to deduct 2% GST TDS w.e.f. 1.10.2018. Kindly go thru the latest amendment in GST Law.

ANNEXURE 'I'**Declaration**

I / We hereby declare that I / We have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court for participating in any tender.

Signature

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ANNEXURE 'J'**Acceptance Certificate**

We hereby accept all terms and conditions of the above tender.

Signature

ANNEXURE 'K'

Essential Criteria of Techno-Commercial offer (to be submitted by vendor dully filled up along with techno-commercial offer. Price to mentioned in the Price format (Excel Sheet) attached

ADDRESS OF THE FIRM:		
<u>SL.NO</u>	<u>PARAMETER</u>	<u>VENDOR CONFIRMATION</u>
1	Name of Contact person	
2	E-mail ID	
3	Mobile number	
4	Land line/FAX number	
5	Valid SHELL authorized certificate submitted. Y/N	
6	Delivery Term. Applicable as per NIT CI C	
7	Delivery period: Applicable as per NIT CI D	
8	Late Delivery. Applicable as per NIT CI E	
9	Payment terms. Applicable as per NIT CI F	
10	Offer validity. Applicable as per NIT CI K	
11	Tax and Duty Structure (SGST +CGST + IGST) as applicable	
12	Supplier GST NO.	
13	HSN CODE	
14	M&SE – UDYOG ADHAAR MEMORANDUM (UAM) & SC/ST CERTIFICATE	

Signature

With name, Designation & seal of the firm

Place:

Date: