



Tender No: 201700631

Date: 10.08.2017

TENDER NOTICE

Sealed Tenders are invited in **Two -part bid system** for **Magnetic Steel Sheet Varnish** as per attached specification and description.

GENERAL:

SUBMISSION OF TENDER	TILL 14.30 HRS. 01/09/2017
OPENING OF TECHNO-COMMERCIAL BID	AT 15:00 HRS. ON 01/09/2017
BIDS CAN BE DEPOSITED IN THE TENDER BOX KEPT AT	Tender Box, Administrative Building, Fabrication Plant Bharat Heavy Electricals Ltd. Industrial Area Jagdishpur, Dist. Amethi-227817, UP

INSTRUCTION/PROCEDURE FOR SUBMISSION OF BIDS

1. The offer is to be submitted by the vendors in two-parts in sealed envelop as per following details:
 - i. **Envelop-1:** Techno-commercial Bid: On the top of this envelop, vendor to write “Techno-Commercial Bid”, Tender Enquiry No. & Date, Due date of opening. This envelop should contain following documents:
 - Tender Enquiry duly signed with stamp on each page as a token of acceptance of all terms and conditions.
 - Un-priced copy of Price bid.
 - **Covering Letter on company’s Letter Head giving index interlinking all the documents with all the pages signed and stamped, contact person’s details like Name, Contact No., Email Address, Contact Address, etc.**
 - Copy of PAN, Certificate of registration and allotment of TIN, STC, etc.
 - ii. **Envelop-2:** Price Bid: On the top of this envelop, vendor to write “Price Bid”, Tender Enquiry No. & Date, Due date of opening. This envelop should contain following documents:
 - Priced Copy of Price Bid. No terms and conditions should be mentioned in Price Bid.

ENVELOP -1 & 2 should be sealed in a bid envelop. Vendor to write Tender Enquiry No. & Date, Due date of opening, complete mailing address of the vendor.

2. Offers with deviations from terms and conditions & specification of the tender may not be considered.
3. BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post.
4. 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.
5. Duly completed offers should reach following address on or before due date and time to:

**Office of DGM-MM, CSU&FP, BHEL,
Industrial Area Jagdishpur, Dist. Amethi-227817, UP**
6. In case you are not quoting, please send your regret letter positively for our reference.
7. Tender received after the specified time of their “SUBMISSION” will be treated as “late tender” and shall not be considered under any circumstances.
8. Supplier shall quote for all the items in the enclosed price bid format only.
9. **Offer shall be accepted in hard copy through courier /Speed post/by hand.**



PQR (Pre- Qualification requirement) for Tender:-

<u>S.NO.</u>	<u>Requirement</u>	<u>Document</u>	<u>Vendor confirmation</u>
<u>1.</u>	Certificate of Being original Manufacturer or authorization letter from original manufacturer for dealer/distributor. Agency agreement copy (in case of Foreign or Indian agents).	<u>Certificate of being Original manufacturer or authorization letter from original manufacturer</u>	
<u>2.</u>	Mill's having no supply experience with BHEL for respective material grade, are requested to furnish list of supply experience & corresponding Test certificates (date of TC should not be older than two years from BHEL tender date). Their offer against BHEL enquiry will be considered only when such vendors confirm clause-wise compliance of BHEL respective specifications.	<u>PO copy & test certificate along with BHEL specification-AA27541 rev-01</u>	
<u>3.</u>	Vendors have to furnish self-declaration for having manufacturing capacity to supply within three months of the full ordered quantity for the item quoted.	<u>Self –Declaration is required</u>	
<u>4.</u>	Audited annual report (balance sheet and Profit & Loss Account) & ITR of last 3 years (FY13-14, 14-15 & 15-16). Recent D&B or Credit reform reports (In case of import vendor) of mill, foreign agent or principal.	<u>Relevant document</u>	

The tender document consists of following sections:

Section – 1: Techno-Commercial bid which consists of followings:

- A. Item Description
- B. Commercial Conditions

Section – 2: Price bid format

SECTION-1

A. ITEM DESCRIPTION: MAGNETIC STEEL SHEET VARNISH EB 500

S.No.	Description	Qty Req (in Kg)
1	Mat Code: SU2750041996 Magnetic Steel Sheet Varnish EB500 (as per specification AA27541 Rev01)	24000



Terms and conditions are detailed below:

B. Commercial conditions:

1.	DELIVERY SCHEDULE	a. 1st lot -12000 Kgs.: within 8-10 weeks from date of LOI/PO. b. 2nd lot -12000 Kgs. : on intimation basis.
2.	DELIVERY TERMS	CIF NHAVA SHEVA, India. (for Foreign Supplier)/ FOR CSU&FP, BHEL, I A Jagdishpur, AMETHI UP (for Indian Supplier)
3.	PRICE	The basic prices shall be firm. Supplier shall quote prices in the enclosed price bid format only.
4.	Evaluation of bids	a. Offers will be evaluated for total delivered/landed cost at BHEL CSU Jagdishpur and Rate contract will be awarded accordingly. b. Offers shall be evaluated with Merit duty. In case of any change in MOA, the same will be communicated to bidders before price bid opening.
5.	SHELF LIFE	Varnish shall have a shelf life of minimum 12 months after delivery and shall satisfy all requirements of this specification
6.	TERMS OF PAYMENT	As per Annexure –II attached
7.	VALIDITY OF OFFER	Offer validity will be for 90 days from date of opening of Tender enquiry
8.	PENALTY FOR DELAY	As per Annexure –II attached
9.	FORCE MAJEURE	As per Annexure –II attached
10.	ARBITRATION	The Purchaser and Supplier shall settle the disputes and differences arising out of this agreement in good faith. In the event that a dispute cannot be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the Purchaser, one appointed by the Supplier and the third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under of Sultanpur, UP (India) Courts only
11.	JURISDICTION	This Contract shall be governed by the laws of India. No one shall entertain or try any suit or legal proceedings to enforce any claim arising out of the Contract except in a court of law having jurisdiction at Sultanpur, UP (India)
12.	CONSIGNEE ADDRESS	The Stores Officer, CSU, BHEL, IA Jagdishpur, Dist. Amethi-227817 (UP), India
13.	BILLING ADDRESS	The Purchase officer, CSU&FP, BHEL, IA Jagdishpur, Dist. Amethi-227817 (UP), India
14.	INVOICE & PAYMENT DOCUMENTATION	Invoices shall be issued by the Supplier in the name of the Consignee. The invoices shall contain the following information: • Item no, quantity and description of material as per Purchase Order. • Gross amount payable and net amount payable. The following documents shall be presented by the Supplier to the Purchaser for drawing payment: • Signed Commercial invoice in quadruplicate. • Bill of lading • Packing list. • Manufacturer's test certificate.



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		• Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce. • Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in Purchase Order.
15.	DESPATCH INSTRUCTIONS (for Foreign supplier)	• Dispatch of Material: By Sea • Port of Discharge: CIF, Nhava Sheva, India .
16.	Clause by Clause acceptance	<u>Bidder shall confirm clause by clause acceptance to all the terms and conditions of the enquiry, Purchase specifications mentioned above and bring out deviations, if any form.</u> i. Purchase specifications AA27541 rev. 01 ii. Terms and conditions contained in this Annexure-I: Special condition of enquiry & Annexure –II: General Terms & Conditions. iii. All testing requirement as called in the purchase specifications must be part of the MTC to be issued by the Mill along with the supply
17.	<u>All other terms will be as per Annexure-II : General Terms & condition</u>	



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“Annexure – I to be signed, stamped and to be submitted along with the Techno-Commercial bid”

Enquiry No. 201700631 dtd:10.08.2017 due on 01.09.2017

Sr No	Description	Remarks	supplier confirmation
1	Confirmation to supply material as per BHEL specifications – AA27541 Rev-01	YES	
2	Specification and quantity confirmation		
	Magnetic Steel Sheet Varnish (as per specification AA27541) Qty: 24 MT	MT	
3	All testing requirement as called in the purchase specifications must be part of the MTC to be issued by the mill along with supply.	YES	
4	Acceptance of late delivery penalty clause (Refer Clause 9 of Annexure-II- Enquiry GCC)	YES	
5	Lead time for supply of Magnetic steel sheet Varnish :- 1st lot -12 MT: within 8-10 weeks rom date of LOI/PO. 2nd lot -12 MT: within 12 months from the date of PO/ 6 -8 weeks after intimation.	YES	
6	Material supply will be in Two lots as per delivery schedule at the time of ordering	Yes	
7	Validity of the offer minimum 90 days from the Part-I-technical bid opening date	YES	
8	Tender submitted in Two part bid only	YES	
<u>Additional details for overseas bidders</u>			
9	Acceptance of payment terms- irrevocable and unconfirmed LC with 90 days interest free period from BL date as per Clause 15 of Annexure- II- Enquiry GCC	<u>YES</u>	
10	Port name in case of FOB delivery	-----	
11	Discharge Port Nhava Sheva in case of CFR/CIF delivery	YES	
12	14 days free of detention from the date of IGM for custom clearance at Delivery port to be offered by the bidder through it's shipping Line for CFR /CIF delivery	YES	
13	Shipment of cargo through containers	YES	
14	Sea Freight component over and above FOB load port delivery terms for considering offer on CFR/CIF Nhava Sheva	____ per MT	
<u>Additional details for indigenous bidders</u>			
16	Delivery on FOR BHEL CSU Jagdishpur basis	YES	
17	Transit insurance risk to be borne by supplier	YES	
18	Payment terms - '100% Direct within 90 days of receipt' and as per clause 15 of Annexure-II-Enquiry GCC	YES	
19	Material HSN code		
20	GST extra as applicable	_____%	
21	<u>Special conditions:</u> <i>The basic prices shall be firm. All taxes & duties to be specified specifically which shall be applicable at actual at time of invoicing. Supplier to raise the invoices only as per GST Act of GOI.</i> <i>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.</i> <i>For CSU & FP BHEL GSTIN Reg. No:09AAACB4146P2ZC State Code: 09 (Uttar Pradesh)</i>		

- In case of deviation in any of the above conditions, please spell out clearly.

Sign & Seal of the vendor



SECTION-II

(To be submitted in separate envelope)

Price-Bid

Completely filled Price bid to be enclosed in a separate envelope super-scribed Part-II-Price bid.

Price bid in other format may not be considered.

Un-priced bid in below format is to be signed stamped and enclosed with Part-I- Technical bid.

Price bid format for overseas bidders

Sl. No.	Description	Quantity required (in Kgs.)	Unit price/Kg. (in EURO)	Total price upto CIF, Nhava Sheva, India. (in EURO)
1	Magnetic Steel Sheet Varnish EB 500 (as per specification AA27541)	24000		

Price bid format for indigenous bidders

Sl. No.	Description	Quantity required (in Kgs.)	Unit price/Kg. (in INR)	Total price upto FOR CSU Jagdishpur (in INR)
1	Magnetic Steel Sheet Varnish EB 500 (as per specification AA27541)	24000		

Sign & Seal of the vendor