



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE Supply of CLASS I STEEL MEASURING TAPE LENGTH 20m & 30m.	Phone: +91 431 2577082/7826/7645 Fax : +91 431 252 0719 Email : pgavictor@bhel.in rajaprakash@bhel.in kdebnath@bhel.in
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Reference Enquiry Number: 1901700301	Enquiry Date: 21.10.2017	Due date for submission of quotation: 05.01.2018
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Offer through Enterprise Procurement System (EPS) is invited by the Sr. Engineer/PSS/Purchase/MM for supply of the above mentioned item.

Offer should be submitted through Enterprise Procurement System (EPS) only. Offers in any other mode will not be accepted. Please visit our website: https://bheleps.buyjunction.in Seller may download the Bidder Manual from the home page of the above mentioned website for guidance of bid submission. In case of any assistance, please call the following number for support: M-junction office: 033-6601 1717 (From 9:30am to 5:30pm) or send e-mail at eps.customercare@mjunction.in / peter.raj@mjunction.in	Yours faithfully, For Bharat Heavy Electricals Limited K Raja Prakash Sr. Engineer/Purchase/PSS/MM, 4th Floor – Bldg. 24, Bharat Heavy Electricals Ltd., Tiruchirappalli-620014, Tamilnadu. Ph: 0431- 2577082/7826/7645, Fax: 0431- 2520719 Email: pgavictor@bhel.in rajaprakash@bhel.in kdebnath@bhel.in
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Enclosure:

1. Annexure A.
2. Annexure B (Signed scan copy to be uploaded in EPS as attachment at the time of quotation submission by bidder).
3. Annexure I.

General Note: **BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - FOSSIL BOILERS
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

Page:1/1

PHONE : 0431-2577419
GRAMS : BHARATELEC
FAX NO: 0431-2520719
E-mail :
Web :

429-002/A

OFFICE COPY	Collective No.	Enquiry Date	Due Date For Quotation
	1901700301	21.12.2017	05.01.2018
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order			

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	TEL0421 STEEL MEASURING TAPE 20M-CLASS 1 20 METRE STEEL MEASURING TAPE CLASS I ONLY OF IS 1269(PART-2)/1997 MARKED IN MM WITH WHITE/YELLOW BACKGROUND. MAXIMUM PERMISSIBLE VARIATION AT ANY LENGTH IS + /-(0.1+ 0.1L)mm WHERE L IS LENGTH IN METRE AND VARIATION ON TOTAL LENGTH IS 2.1 mm FOR 20M STEEL TAPE WHEN MEASURED AT 20 DEGREE CENTIGRADE WITH 5.0 kg TENSION LOAD	NO	250.000	250.00	31.03.18
20	TEL0422 STEEL MEASURING TAPE 30M-CLASS 1 30 METRE STEEL MEASURING TAPE CLASS I ONLY OF IS 1269(PART-2)/1997 MARKED IN MM WITH WHITE/YELLOW BACKGROUND. MAXIMUM PERMISSIBLE VARIATION AT ANY LENGTH IS + /-(0.1+ 0.1L)mm WHERE L IS LENGTH IN METRE AND VARIATION ON TOTAL LENGTH IS PLUS OR MINUS 3.1 mm WHEN MEASURED AT 20 DEGREE CENTIGRADE WITH 5.0 kg TENSION LOAD.	NO	150.000	150.00	31.03.18

General Note:

1. New sellers has to supply 5 samples before effecting bulk supply for evaluation purpose.
2. Terms and conditions as - Annexure A B & I are enclosed.

Enclosures:

"LD clause has to be confirmed without fail."

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.

PR Links

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE
(FOSSIL BOILERS)

Annexure - A

1. Material specification:

Supply shall be made strictly as per the specifications mentioned in the enquiry.

If there is any deviation, the same should be mentioned clearly against that item in the e- procurement offer itself.

2. Offer submission:

The bidder shall submit his offer in the e-Procurement portal only at <https://bheleps.buyjunction.in>. The bidder would be required to register on the e-procurement market place <https://bheleps.buyjunction.in> and submit their bids online. The offer is to be submitted within 14.00 hours IST on or before the due date.

The tender will be operated in the two part bid systems. Sealed cover bids / e-Mails / FAX / Manual offer will NOT be accepted.

3. Tender opening:

On the due date of tender opening, only the technical bids will be opened. Technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. Offers not meeting the required specification will be rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.

4. Validity of offer:

Offers should have a validity of minimum 100 days from the date of tender opening.

5. Delivery Incoterms:

Indigenous bidders: Should be quoted on F.O.R-Free on road BHEL Stores, Trichy basis only (inclusive of packing, forwarding, freight and transit insurance charges to seller account). Ex-works offer will be rejected.

- Supplier shall indicate applicable GST in percentage along with HSN code against each item.
- Input tax credit shall be availed for all the items tendered.

6. Delivery period: The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order.

7. Ranking of offers:

Individual item basis: In general ranking L-1, L-2 etc. shall be done for individual items for the techno-commercially acceptable offers on landed cost to BHEL, Trichy basis. Supplier should quote all charges (if any) per items wise only to evaluate offers per item wise. In the event of more than one vendor becoming L1 for a single item, the enquiry quantity will be shared equally among all the L1 vendors. For such item / items splitting will be done among L1 vendors. Details calculation in point no. 11.

Individual package or set basis: If specifically mention in the general note of the enquiry for few items or for all the items then evaluation of offer and ordering shall be done as a single package basis for the individual set. In such case ranking will not be done individual item wise as mentioned in above para. Supplier not quoting for all the items of the individual set/package are liable for rejection. Ranking L-1, L-2 etc. shall be done for the individual set/package for the techno-commercially acceptable offers on landed cost to BHEL, Trichy basis. Supplier should quote all charges (if any) per items wise to evaluate offers on package basis. In the event of more than one vendor becoming L1 for a single item/package, the enquiry quantity will be shared equally among all the L1 vendors. For such item / items splitting will be done among L1 vendors.

8. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; increase or decrease the tender quantity.

9. TERMS OF PAYMENT:

Payment Term for Indigenous suppliers: Payment term is 100% direct EFT payment after 45 days from the date of receipt and acceptance of materials at BHEL Trichy. Any deviation in the above payment term will attract loading as mentioned below.

"Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders".

Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of Goods to Site/Stores with Consignee copy attached. In this case Loading will be 3% on the offered value.

Suppliers quoting with payment terms as LC/Advance Payment are liable for rejection.

10. LD clause & Risk purchase clause are applicable in this tender.

Liquidated Damages (LD): Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.

For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.

Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).

- **IMPORT:** For CFR terms, BL date will be considered for LD calculation.
- **INDIGENOUS:** For "F.O.R. Delivery terms", Lorry way bill date will be taken for LD calculation.

Supplier should accept LD clause without any deviation at the time of offer submission.

Risk Purchase: Alternatively, the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefor. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in LD clause above.

11. Offer Evaluation Criteria:

The offers of both import vendors and indigenous vendors will be evaluated on total landed cost to BHEL, Trichy per item wise/individual set basis. The evaluation details with respect to the import & indigenous vendors is detailed below:

Indigenous Vendors

Total Landed cost/rate for each item/set = F.O.R. Rate in INR (A) + Applicable Taxes (B) + Loading for non-acceptance of payment term & LD (C) – Applicable input tax credit (D)

A-Indigenous vendors submit offers on F.O.R. - Free on Road, Trichy in INR.

B-Applicable GST and any other charges quoted by indigenous vendors will be added to the base price.

C-Loading for non-acceptance of payment terms & non-acceptance of Liquidated Damages (LD) will be added to the FOR rate for arriving the landed rate.

D-However input tax credit is availed for GST, hence the same is excluded for arriving at the landed cost.

12. PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

13. Special Provisions for Micro and Small Enterprises (MSE) bidders applicable on indigenous bidders only:

- At least 20% of the tendered quantity is earmarked for MSE suppliers in this tender. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.

- Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In the 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 SC / ST entrepreneurs shall be met with other MSE enterprise/s.
- In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
- MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue in acknowledgement in EM II) or Udyog Aadhar memorandum or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per Annexure I where deemed validity of EM II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. SC/ST bidder should submit attested cast certificate from competent authority. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. 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 tendered items being a system, tendered quantity being low etc., MSE quoting price within price band L1+15.00% may be awarded for full/complete supply of the item/s considering spirit of policy for enhancing the Govt. procurement from MSE.
- If L1 is from a Micro/Small enterprise, the 20% earmarking provision is not applicable and 100% quantity will be ordered on respective L1 source.
- In the event of more than one vendor becoming L1 for any of the item, the enquiry quantity for the items will be shared equally among all the L1 vendors.

14. Conditional offers are likely to be rejected.

15. The correspondences between the bidder and BHEL through email are considered as valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

16. General notes:

- No revision of prices will be entertained after the tenders are opened.
- For the evaluation purposes, exchange rate (TT selling rate of SBI) as on schedule date of tender opening (Part I, i.e technical bid, in case of two part bid) shall be considered.
- BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.

- Lowest price received against BHEL tenders need not be the technically acceptable one and in that case, BHEL reserves the right not to consider the same.
- BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- Offer will be evaluated on individual item basis.
- L1 will be arrived based on Net Landed cost to BHEL- Trichy.
- No payment will be made for the excess quantity supplied.
- The offers of the bidders who are on the banned list as also the offer of bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on the BHEL website -www.bhel.com.
- No charges shall be indicated as "Lumpsum". All charges shall be in "percentage" of the quoted rates or per item wise of the quoted item.
- Indigenous supplier shall indicate applicable GST rate along with HSN code against each item.
- Indigenous supplier shall indicate GSTIN number & PAN number of the Business.
- Manufacturer's name trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
- Products with I.S.I. certification marks will be preferred.
- The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and mjunction Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.
- Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
- Bidders have to confirm that whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL.

17. GST regarding for Indigenous suppliers:

- Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly mention in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
- Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment.

For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.

- In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by BHEL.
- For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

18. In the event of Force Majeure:

- Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.
- If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

19. Disclaimer Clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

20. Arbitration and conciliation:

Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of BHEL Trichy – 620 012.

The arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding upon the parties.

Subject as aforesaid, the provisions of arbitration and conciliation act 1996(India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Trichy, India.

The cost of arbitration shall be borne as per the award of the arbitrator.

Subject to the arbitration in terms of clause [Arbitration and conciliation](#) above, the courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

*** End of Annexure A ***

BHARAT HEAVY ELECTRICALS LTD. TIRUCHIRAPALLI-620 014
PSS /PURCHASE/ MM
Terms And Conditions for Tender Published Through Eps

Annexure -B

Checklist for the Enquiry

(To be filled, signed and submitted as attachment along with technical bid for evaluation and to consider for Price-Bid opening)

Description of the Item:	Supply of CLASS I STEEL MEASURING TAPE LENGTH 20m & 30m as per the tender.	
Enquiry Ref:	1901700301-28T Date 21.12.2017 Due date 05.01.2018	
Sl No.	Description	Vendor's confirmation
1	Technical: Supply shall be as per BHEL's specification.	
2	Firm Price: The quoted/Finalized rates shall be Firm till execution of the supplies.	
3	Delivery and Price Basis as per clause 5: Indigenous Vendor: Price should be quoted on FOR / BHEL Stores, Tiruchirapalli basis only (inclusive of freight and transit insurance). Ex-works offers will be rejected.	
4	Payment terms acceptance as per clause 9 of Annexure - A of Enquiry Terms & Conditions.	
5	Delivery: Bidder shall indicate the firm delivery period required for the delivery of the materials from the date of Purchase Order.	
6	Validity as per clause 5: Price Validity of your offer shall be minimum 100 days from the date of techno-commercial bid opening.	
7	Liquidated damages: As per Clause 10 Annexure - A of Enquiry Terms & Conditions	
8	Acceptance to Risk Purchase clause 10 Annexure - A of Enquiry Terms & Conditions	
9	Bidders have to confirm that whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL (With reference to Cl. No .18 of Annexure – A).	

Date:

Signature with Seal of Bidder:

End of annexure B

ANNEXURE – I (For Indigenous MSE bidders as per clause 13 only)

Certificate by Chartered accountant on Chartered Accountant's letter head

This is to Certify that M/s

..... (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006,
 (Entrepreneur Memorandum No (Part-II)
 dated..... Category:
(Micro/Small) (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year 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:

Rs. Lacs

(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 S.O. 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:

End of Annexure I