



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

PIPING CENTRE, MATERIAL MANAGEMENT

PUR 002/01

80, Gopathy Narayanaswamy Road, T.Nagar, Chennai – 600 017.

OPEN TENDER	ENQUIRY NO.	DATE
	4201900072	04.05.2019
NAME OF SUPPLIER WITH ADDRESS	DUE DATE FOR QUOTATION 15.05.2019	
	THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER	

REMARKS:

- This tender is an Open tender. Offer must be submitted in two parts.
 - Part-I: Pre-Qualification & Techno-Commercial bid
 - Part-II: Price bid
- The follg. documents to be attached in Part-I bid without fail
 - Point by point confirmation for Pre-qualification Requirement attached.
 - All required documentary proof as called for to be furnished.
 - Point by point confirmation to our Technical specification attached.
 - Point by point confirmation to our Techno-Commercial terms as per Part I format.
 - Vendor Quality Plan to be submitted for BHEL review complying with the following minimum testing requirements -
 - Deflection test
 - Life cycle test (Type test)
 - 100% Pneumatic leak test for Bellows of Process gas service (FBP type) as per Cl 4.2.3 of BHEL Tech Specification -SP-420-EN.
 - Material Test Certificates shall be furnished for all parts.
- Destination: IOCL HALDIA site, WEST BENGAL.
- Only those vendors who qualify in the PQR & Techno-Commercial evaluation and who are approved by customer(EIL) will be considered for Reverse auction/Price bid opening
- Terms of Delivery:**
 - Foreign Bidders shall submit their bid on "CFR" Chennai port basis inclusive of documentation, TPI inspection charges etc. Freight charges from port of loading to Chennai port shall be indicated separately. Please do not quote on Ex-works basis.
 - Indian Bidders shall submit their bid on FOR Destination site basis. The quoted prices must be inclusive of Packing & forwarding. Freight & Insurance shall be quoted extra. GST % shall be clearly indicated.
- Validity:** Bidder shall give a validity of 90 days from the date of Price bid opening/Reverse auction.

7. **Price:** Prices quoted shall be kept **firm** during execution of full supply from the date of issue of LOI / PO and no price variation clause is acceptable during execution. Price bids of the Techno-commercially rejected bids will not be considered.
8. **Bid currency:**
Indian bidders should submit the prices only in Indian Rupees. Import vendors shall necessarily quote in foreign currency. Currency in which quote has been submitted shall be explicitly mentioned. For the evaluation purposes the exchange rate (TT - Selling Rate of SBI) on Part I bid opening date will be considered
9. Delivery period: 3 MONTHS FROM THE DATE OF LOI/ P.O WITH BREAKUP AS 2 WEEKS FOR DOCUMENTS SUBMISSION, 2 WEEKS FOR APPROVAL AND 2 MONTHS FOR DELIVERY FROM THE DATE OF DOCUMENT APPROVAL.
10. **Liquidated Damages:**
If the supplier fails to deliver the material within the period specified in the contract the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value. Any deviation to LD clause will lead to loading to the extent to which it is not agreed by the bidder (at offered value). Pls note that incase of LD recovery in the event of PO, the applicable GST shall also be recoverable from the supplier
11. **Payment term for Indigenous suppliers :**
100% direct payment after 60 days from the date of dispatch against site acknowledgement. Deviation is not acceptable.

Payment term for Import suppliers:
100% payment on CAD basis after 60 days from the date of receipt of documents , specified in PO, at BHEL bank. Respective bank charges to respective account. If supplier insists for LC, only Usance LC with 60 days credit will be opened one month prior to material readiness,further loading at 1.5% on the offered value will be considered. If Hence supplier shall intimate the material readiness accordingly for opening of L.C. L.C validity period will be 90 days and for any extension , applicable charges will be to supplier's account.
12. **No advance payment shall be made by BHEL.**
13. **BHEL Standard Guarantee Clause:** The materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch whichever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Trichy/ Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order. Deviation to Guarantee clause is NOT ACCEPTABLE and the offer will be rejected incase of deviation to Guarantee clause.

14. REVERSE AUCTION-BHEL RESERVES 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 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 TAMPERING OF THE TENDER PROCESS AND WILL INVITE ACTION BY BHEL AS PER EXISTANT GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS (AS AVAILABLE ON WWW.BHEL.COM). THE BIDDERS HAVE TO NECESSARILY SUBMIT ONLINE SEALED BID LESS THAN OR EQUAL TO THEIR ENVELOPE SEALED PRICE BID ALREADY SUBMITTED TO BHEL ALONG WITH THE OFFER. THE ENVELOPE SEALED PRICE BID OF SUCCESSFUL L1 BIDDER IN RA, IF CONDUCTED, SHALL ALSO BE OPENED AFTER RA AND THE ORDER WILL BE PLACED ON LOWER OF THE TWO BIDS (RA CLOSING PRICE & ENVELOPE SEALED PRICE) THUS OBTAINED. THE BIDDER HAVING SUBMITTED THIS OFFER SPECIFICALLY AGREES TO THIS CONDITION AND UNDERTAKES TO EXECUTE THE CONTRACT ON THUS AWARDED RATES. IF IT IS FOUND THAT L1 BIDDER HAS QUOTED HIGHER IN ONLINE SEALED BID IN COMPARISON TO ENVELOPE SEALED BID FOR ANY ITEM(S), THE BIDDER WILL BE ISSUED A WARNING LETTER TO THIS EFFECT. HOWEVER, IF THE SAME BIDDER AGAIN DEFAULTS ON THIS COUNT IN ANY SUBSEQUENT TENDER IN THE UNIT, IT WILL BE CONSIDERED AS FRAUD AND WILL INVITE ACTION BY BHEL AS PER EXISTANT GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS (AS AVAILABLE ON WWW.BHEL.COM)".
- In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process
15. **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 despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. 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 under liquidated damages.
16. 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.
17. BHEL/End customer reserves the right to inspect the item ordered at any stage at vendor's works
18. Indian Agent If any: Whenever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of price bid opening. This is payable on satisfactory completion of the contract.

19. Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.
20. Pls refer attachment for Purchase preference for Make in India and MSE benefits. Payment for MSE Indigenous vendors will be as per MSMED Act, 2006.

The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ serviceproviders 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.

Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract.