



Bharat Heavy Electricals Limited

Centralised Stamping Unit, Jagdishpur

Tender No.:- TE/150130135/C-92

Date: 26/12/2013

TENDER NOTICE

Sealed Tenders are invited in two-part bid system for Procurement of compressed Oxygen in BHEL Cylinder. as per below details:

A. General:

- SUBMISSION OF TENDER : TILL 14.30 HRS. 16/01/2014
- OPENING OF TECHNO-COMMERCIAL BID : AT 1500 HRS. ON 16/01/2014
- BIDS CAN BE DEPOSITED IN THE TENDER BOX KEPT AT:

**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 AGM
CSU&FP, BHEL,
Industrial Area Jagdishpur,
Dist. Amethi-227817, UP**



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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.

The tender document consists of following sections:

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

- A. Item Description
- B. Technical Conditions
- C. Commercial Conditions
- D. Special Instructions
- E. Un-Price bid

Section – 2: Price bid format

SECTION-1

A. ITEM DESCRIPTION

SL. NO.	DESCRIPTION	Specification	UNIT	QTY.
1.	Compressed Oxygen in BHEL Cylinder in Standard 7 cubic meter capacity cylinder. Commercial grade purity minimum 99% by volume of Oxygen	AA54404, Rev. 02 and IS 309	Nos	10000 (70,000 cubic meter by volume)

B. TECHNICAL CONDITIONS:

S. No	Description	Requirement
1.	Evaluation of offer	On the basis of landed cost to BHEL, FP Stores, Jagdishpur inclusive of loading, if any.
2.	Test Certificate	The supplier shall submit the test certificate along with the bulk supply as per IS standards for material quality. The test certificate shall also indicate PO number and batch no. & date.
3.	Mode of operation / Execution of PO.	<ol style="list-style-type: none"> 1. Cylinder to be lifted by Vendor from BHEL, FP store in 2 working days 2. The number of empty cylinder issued to vendor in around lot of 60 cylinders. 3. Vehicle will be provided by vendor for to & fro of cylinder.
4.	Bank Guarantee	Vendor will have to deposit a Security deposit of Rs.500000/- Value of BHEL Cylinder cost within 7 days after award of LOI or PO, whichever is earlier. Security deposit will be in the form of Bank Guarantee from BHEL consortium bank on specified format attached with NIT (annexure-A), or will be in the form of DD in favour of BHEL payable at SBI, IGFC branch, I A Jagdishpur or Through E-payment as per details given above for security deposit submission through E-payment. The Security Deposit shall not carry any interest and shall be returned to the contractor, within 30 days, after successful completion of the Contract.



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C. Commercial conditions:

1. Delivery Schedule	In 2 working days from date of issue of cylinder by BHEL from the date of LOI/PO. Earlier delivery is also acceptable to BHEL.
2. Transportation	Deliveries shall be FOR BHEL, Fabrication Plant (FP), Jagdishpur.
3. Insurance	Insurance shall be arranged by vendor.
4. Price	The basic prices shall be firm. All taxes & duties to be specified specifically. Supplier shall quote for all the items in the enclosed price bid format only.
5. Terms of Payment	100% payment within 45 days of successful acceptance of items at BHEL CSU, Jagdishpur. Payment shall be done through E-payment. If applicable, Original excise duty gate pass shall be submitted by the vendor to enable purchaser to claim Cenvat credit.
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. 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 order value per week for delayed items only (or part thereof) subjected to a maximum of ten percent (10%) of the order value of delayed items.
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 fulfillment 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, 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, FP, Jagdishpur.
11. Jurisdiction	In case of any suit or other legal proceedings arising under or relating to the contract, the Jurisdiction of Amethi (UP) district court shall apply.
12. Consignee	The Stores Officer, BHEL, Fabrication Plant (FP), Jagdishpur, Dist. Amethi - 227817 (U.P.)
13. Billing details	Bills should be in the name of BHEL, Fabrication Plant (FP), Jagdishpur, Dist. Amethi - 227817 (U.P.). TIN no. of Centralised Stamping Unit to be mentioned on the Bills. The bills to be sent to the Purchase Office- BHEL, Fabrication Plant (FP), Jagdishpur, Dist. Amethi - 227817 (U.P.).
14. Documentation	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.

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, CSU & FP, Jagdishpur payment terms as per enquiry proper loading shall



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be done.

3. Duly filled & signed with company seal on all documents to be submitted along with offer.
4. Original manufacturer's test certificate required along with dispatch documents. In case supplies are from traders, it shall be the responsibility of the trader to provide original manufacture's certificate with linkage to traders invoice stating batch no.
5. BHEL, CSU & 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. BHEL CSU & FP shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.
8. Quotation should be, as far as possible, free from correction / overwriting. Correction /overwriting, if any, should be signed by authorized person with the company seal.
9. The rates must be quoted indicating basic material rate, packing, forwarding, freight & insurance, discount, if any, and applicable taxes and duties, **each of them shown separately**.
10. If there is any difference / discrepancy in rates quoted for per unit and total and any arithmetic addition for number of items, **the lower** of the rates beneficial to BHEL CSU & FP will be considered.
11. **In case any supplier is unable to quote, supplier shall send a regret letter without fail.**
12. Packing: Goods must be adequately packed in proper carton / wooden box / drums /suitable container to protect against loss, damage or corrosion and to withstand normal inland transportation and handling. Hazardous material should be notified as such and their packing, transportation and other protection must conform to applicable regulations.
13. BHEL CSU & FP does not bind itself to accept the lowest rate quoted, but reserves the right to accept whole or part of any quotation at its sole discretion.
14. The quantity in each item to be purchased may vary from quantity enquired according to actual requirement at the time of placing the Purchase Order. Quantity discount, if any, should be mentioned in the quotation.
15. In the quotation, earliest firm delivery (number of days or weeks) by which material will be despatched from the date of receipt of order must be indicated.
16. Purchase Order will be placed on the lowest quotation only among the technically & commercially accepted quotations. Lowest quotation is determined on the basis of Total Cost to BHEL CSU & FP including basic value, taxes and duties, freight, insurance, loading factors for deviations to terms and conditions.
17. Supplier's Sales tax / ECC/ VAT Registration Number should be mentioned in quotation.
18. 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.



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TECHNO-COMMERICAL COMPLIANCE STATEMENT

TENDER ENQUIRY NO & DATE:

ITEM DESCRIPTION:

DUE DATE OF OPENING:

Technical:

S. no.	Specification Clause No	Technical Deviation	Remarks/ Reasons for seeking Deviations

(Need to mention the technical deviations from tender enquiry in above table, else mention "NO Deviation")

Commercial:

S. no.	Specification Clause No	Technical Deviation	Remarks/ Reasons for seeking Deviations

(Need to mention the technical deviations from tender enquiry in above table, else mention "NO Deviation")

We hereby confirm that except for above, there are no other commercial deviation.

Signature of Authorized

Representative/ Bidder

Name:

Designation:

Date:

Name of Organization:



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UN-PRICE BID

(To be submitted on Vendor's Letter Head)

Offer Ref. No. : _____
 Tender Enquiry No. : _____

CONTACT PERSONS:	
ADDRESS:	
TELEPHONE NOS:	
MOBILE NOS:	
FAX NOS:	
E-MAIL ADDRESS:	

Sl. No.	DESCRIPTION	Specification	UNIT	QTY.	Price, Ex-Works		Excise Duty @ ___%	Sales tax/VAT @ ___%	Packing Charges @%	Freight Charges @ ___%	Any other charges @ ___%	FOR Price
					Unit Rate	Total Price						
1.	Compressed Oxygen in BHEL Cylinder in Standard 7 cubic meter capacity cylinder. commercial grade purity minimum 99% by volume of Oxygen	AA54404, Rev. 02 and IS 309	Nos	10000 (70,000 cubic meter by volume)								
GRAND TOTAL (in Value):												
GRAND TOTAL (in Words):												

Note:

1. Applicable rates of Taxes & duties (all in percentage) are to be mentioned. Unpriced copy of Price Bid to be submitted along with the Part-I offer.
2. Please fill all the columns. Write NA if not applicable, Inclusive if the taxes, freight, etc. are inclusive in basic price. No cell should be left blank.
3. Evaluation: On the basis of landed cost to BHEL, CSU Stores, Jagdishpur inclusive of loading, if any.

Seal and Sign of Bidder



Bharat Heavy Electricals Limited
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PRICE BID

SECTION-2

(To be submitted on Vendor's Letter Head)

Offer Ref. No. : _____

Tender Enquiry No. : _____

Sl. No.	DESCRIPTION	Specification	UNIT	QTY.	Price, Ex-Works		Excise Duty @ ___%	Sales tax/VAT @ ___%	Packing Charges @%	Freight Charges @ ___%	Any other charges @ ___%	FOR Price
					Unit Rate	Total Price						
1.	Compressed Oxygen in BHEL Cylinder in Standard 7 cubic meter capacity cylinder. commercial grade purity minimum 99% by volume of Oxygen	AA54404, Rev. 02 and IS 309	Nos	10000 (70,000 cubic meter by volume)								
	GRAND TOTAL (in Value):											
	GRAND TOTAL (in Words):											

Seal and Sign of Bidder



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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 (two years from date of issue of acknowledgement in EM-I) 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.



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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 at.....is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-11) dated: 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:

- I. 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.I722(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 The above investment of RsLacs is within permissible limit of Rs.Lacs forMicro/Small (Strike off which is not applicable) Category under MSMED Act 2006.

Date:
(Signature)
Name -
Membership number -
Seal of Chartered Accountant



**Bharat Heavy Electricals Limited, CSU & FP, Jagdishpur
Sub-Contracting Division (MM Dept.)**

Annexure-A

BANK GUARANTEE

In consideration of the Bharat Heavy Electricals Limited, Fabrication Plant, Jagdishpur Unit (hereinafter called the company) having agreed to exempt M/s _____

(herein after called the said contractor, which terms include 'Suppliers' for the purpose of the Bond) from the demand under the terms and conditions of an agreement dated _____ made between M/s _____

and Bharat Heavy Electricals Limited, Fabrication Plant, Jagdishpur Unit having this Registered Head Office at BHEL House, Siri Fort New Delhi- 110049 for supply the necessary Raw Materials / Components / Tools & instruments etc for fabrications / Assembly / Machining and supply of finished products under the terms and conditions of various purchase orders, placed by company from time to time and their acceptance by the contractor (herein after called the said agreement) of security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said agreement on production of Bank Guarantee for Rs. _____ We

(herein after referred to as 'the Bank') at the request of M/s _____ (Contractor) to hereby undertake to pay the Company an amount not exceeding Rs. _____ (Rupees _____ only) against any loss / damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and conditions contained in the agreement.

2. We _____ (indicate the Name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reasons of breach by the said contractor of any of the terms and conditions contained in the said agreement or by reasons of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

Contd.....2

This Page No.3 of Bank Guarantee No. _____ dt _____ issued on printed security form no. _____ at its first page.

3. We _____ undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court tribunal relating thereto our liability under this present

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor shall have no claim against us for making payment.

4. We _____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and shall continue to be enforce able till all the dues of the company under or by virtue of



Bharat Heavy Electricals Limited, CSU & FP, Jagdishpur Sub-Contracting Division (MM Dept.)

the said agreement have been fully paid and its claims satisfied or discharged or till Bharat Heavy Electricals Limited, Fabrication Plant, jagdishpur (Office / Department) certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee unless a demand or claim under this Guarantee is made on us in writing on or before _____ (B.G. Expiry Date). We shall be discharged from all the liability under this Guarantee thereafter.

5. We _____ (indicate the Name of Bank), further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor and to for bear or endorse any of the terms and conditions relating to the said agreement and we shall not be relieved from our obligation by reason of any such variation, or extension being granted to the said contractor, or for any forbearance, act of omission of the party of the company or any indulgence by the company to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of son relieving us.

6. This guarantee will not be discharged due the change in the constitution of the Bank or the Contractor.

7. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during the currency except with the previous consent of the company in writing.

8. Last date for lodgment of claim will be 90 days from the expiring of Bank Guarantee i.e. _____ (date).

9. Notwithstanding anything contained in the forgoing our liability under this guarantee is restricted to Rs. _____) guarantee shall remain in force until unless a claim under the guarantee is made against us within 90 days from the aforesaid date i.e. by _____ all your rights under the said guarantee shall be forfeited & we shall be relieved and discharged from all liabilities there under.

Date the _____ this _____ days of _____