

## TECHNO COMMERCIAL BID

**TENDER REFERENCE: MM/CLN/2015/16**

**DATE OF ISSUE: 28-05-2016**

**LAST DATE FOR RECEIPT OF TENDER: 18.06.2016 BY 2.00 P.M**

**OPENING OF TECHNO COMMERCIAL BID: 18.06-2016 AT 2.30 P.M**

**ESSENTIAL CRITERIA OF TECHNO COMMERCIAL OFFER**

ADDRESS OF THE FIRM

--

<b>SL.NO</b>	<b>PARAMETER</b>	<b>BHEL SPEC/REQUIREMENT</b>	<b>VENDOR OFFER</b>
1	Name of Contact person	TO BE MENTIONED	
2	E-mail ID	TO BE MENTIONED	
3	Mobile number	TO BE MENTIONED	
4	Land line number	TO BE MENTIONED	
5	Fax number	TO BE MENTIONED	
6	ARE YOU BELONG TO	SC/ST-if yes encl.certificate	
7	ARE YOU MICRO & SMALL ENTERPRISES	IF YES-ENCLOSE THE CERTIFICATE	
8	Delivery Term	F.O.R-BHEL EPD STORES	
9	Payment terms	45 days Credit after receipt of material at BHEL-EPD-stores for the accepted qty	
10	LD Clause	APPLICABLE @ 0.5% PER WEEK UPTO A MAXIMUM OF 10% FOR DELAYED SUPPLIES	
11	Risk purchase clause	APPLICABLE	
12	Minimum Capacity/month to BHEL for FABRICATION OF Cones	Vendor to indicate their capacity	
13	Lead time for MFG & Supply	30 days from PO date	
14	Offer validity	45 DAYS FROM DATE OF TENDER OPENING	
15	Contract validity	Till completion of PO	
16	Tax and duty structure	Excise duty%	
17		E Cess%	
18		Central Sales Tax%	
19		VAT %	
20	Technical Acceptance as per drawing/specification	TO BE MENTIONED	

SIGNATURE OF THE TENDER

REF: MM/CLN/2015/16

**PART – II PRICE BID**

**TENDER ENQUIRY FOR FABRICATION OF MS CASING FOR INNER CONE 3 986 02-00351/Rev 01**

DATE OF ISSUE		: 28 <sup>th</sup> May.2016		
DATE & TIME OF OPENING		: On evaluation of Technical bids.		
Name and Address of the Vendor				
SL.#	ITEM	Req. Qty	Rate per No.	
			Landed cost * In Figure	Rs. Ps In Words
01	MS CASING FOR INNER CONE 3 986 02-00351/Rev 01	06 Nos.		

\*For landed cost details refer page 6

Signature of the Authorised Signatory  
With Address & Stamp

**Supply of MS CASING FOR INNER CONE 3 986 02-00351/Rev 01 as per Bill Of Material in the drawing (Page 2 of 4), including all other terms as mentioned in the drawing are covered under this tender. Main casing of the cone should be manufactured not more than 4 to 5 vertical joints (No horizontal joints are accepted). No deviation will be accepted. The drawings given under are only indicative and should be used only as general reference. Those who do not accept as per our specification as above, their offers are liable to be rejected.**

## **GENERAL TERMS AND CONDITIONS OF THE TENDER**

The Techno Commercial offer should be submitted in a sealed cover super scribing tender number & due date addressed to

### **SR.DGM/MM**

Bharat Heavy Electricals Ltd  
Electro Porcelains Division  
PB No: 1245, Science Institute Post  
Bangalore – 560 012.

So as to reach here within 2p.m. on the due date and the tenders will be opened at 2-30p.m. on the same date in the presence of those vendors or their authorized representatives who wish to be present.

**The TECHNO-COMMERCIAL offer & Price Offer shall be put in a Separate sealed cover and the cover should have the corresponding Part Name as Techno commercial bid-Part I & Price Bid-Part II, subject of tender Ref. and due Date written on it.**

The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for online initial sealed bid auction at a later date for which eligible vendors will be intimated in due course. Reverse Auction will be conducted by BHEL only if there is minimum four (04) techno commercially qualified offers are available.

BHEL will proceed with opening the sealed price bids in case the techno commercially qualified offers are less than four (04). Vendors should submit the price bid accordingly.

BHEL will decide on the starting bid in the REVERSE AUCTION. General Terms and Conditions of Reverse Auction are furnished. Business rule and event of auction will be furnished by our service provider. The terms and conditions specified herein are to be strictly adhered to for all the supplies of Ceralin MS Cones.

1. Validity: The rates finalised is valid for this item only.
2. The rates quoted shall be on F.O.R. BHEL-EPD Stores basis without unloading. The rates shall be exclusive of unloading charges but inclusive of freight and insurance. Duties and taxes applicable on date shall be explicitly mentioned. The taxes and duties will be paid extra as applicable on the date of supply. Ceralin MS Cones: Ceralin MS Cones shall be supplied in fabricated condition & painted as per our drawings. Fabrication of cones should be as per our quality Plan & procedure. Unloading will be BHEL-EPD's scope. Delivery requirement indicated in purchase orders shall be adhered unless and otherwise changes are communicated to them by BHEL-EPD.

**3. VENDOR CAPABILITY & PROCESS REQUIREMENT:** The Fabricator shall have adequate facility for a ROLLING, BENDING, MACHINING. DRILLING, WELDING (CO2 /ARC) AND GRINDING. The testing facility for Die penetration test and layout checking table i.e. **Calibrated surface plates of suitable size, Calibrated height gauges of suitable ranges, Calibrated feeler gauges suitable range, Availability of spirit level** shall be available in addition to measuring instruments duly calibrated. The Vendor shall

have personnel / process qualification where applicable and shall maintain valid record of the same. The Vendor shall have enough trained crew to ensure smooth flow of work, in addition to requisite handling facilities. Periodic calibration of measuring instruments shall be done and necessary calibration certificates shall be shown to QC personnel on demand only specified electrodes should be used for the fabrication and the vendor shall demonstrate documentary proof for having used the same during process audit.

**4. Capacity:** Vendor should have capacity & capability to supply fabricated Cones within 45 days, meeting the quality requirements and delivery schedules. To assess the vendor capacity and capability BHEL-EPD reserves the right to visit vendor works before qualifying the “Techno Commercial Bid” submitted by the vendors.

**5. Lead time:** Offers shall indicate minimum and maximum lead-time required to execute the orders within the stipulated time mentioned in the PO.

**6. INSPECTION AND ACCEPTANCE:** The routine inspection of material shall be done by Quality personnel of BHEL-EPD. Casings will be inspected at Vendors works by BHEL namely a) ROOT WELDING INSPECTION and b) FINAL WELDING INSPECTION. Casing cleared by BHEL-EPD at Root welding inspection stage only to be taken up for final welding. BHEL reserves the right to inspect the material at vendor’s works. Good performing vendors are eligible for inspection waiver on case to case basis. The first inspection of offered material will be inspected by BHEL free of cost to the Vendor. Subsequent inspection of material due to rejection or rework or non offering will be charged to the vendor.

**7. REJECTIONS:**

I. The items where defects attributed to vendor’s manufacturing process are noticed at the time of subsequent processing like assembly will be treated as valid rejections. The same shall be either replaced free of cost or payment towards it will have to adjusted from vendors pending bills.

II. The rejected lots should be lifted by vendor on his own cost within 15 days notice, Failing which material shall be dispatched back on freight to pay basis through BHEL approved transporter However minor rejections should be lifted once in a year failing which BHEL –EPD will have no liability for such material.

**8. Price Comparison:** Prices shall be considered on LANDED COST BASIS (COST TO BHEL). Landed cost shall be worked out on price quoted including freight, excise duty, sales tax after taking out CENVAT and VAT Benefit, as applicable. The comparative statement shall be worked out on landed cost basis for EACH ITEM. 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.

**A) The lowest price received against BHEL tender need not be commercially lowest price (L1) and BHEL reserves the right to NEGOTIATE the same.**

**B) BHEL reserves the right/option to REFLOAT the tender if L1 price is not the lowest acceptable price to BHEL.**

**9. Payment Terms:** 45 days credit after receipt of material at BHEL-EPD stores for accepted quantity through NEFT.

**10. Risk Purchase Clause:** BHEL at its option will be entitled to terminate the contract and purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the seller fails to deliver within the stipulated time. The seller shall be liable for any loss, which BHEL may sustain by such risk purchases. The loss may be recovered from the vendor's outstanding bills with the concerned unit or any sister unit.

**11.** In case of unsatisfactory performance of quality / delivery BHEL will have right to discontinue the contract in part or full.

**12.** Appropriate care has to be taken while shipping the MS casings to avoid transit damages / losses. In the event of any damages the supplier is liable to replace the goods. Vendor also should ensure that the person driving the truck/lorry should have valid license and same is to be produced at the time of entering into BHEL-EPD Gate.

**13. Delivery basis.**

Vendor must agree to delivery term of FOR-BHEL-Stores and Payment term as per clause 8 and no deviation shall be allowed.

Acknowledgement of BHEL Stores shall be only legal document towards receipt of material. The vendors will have to follow all the legal and statutory requirements and BHEL norms. BHEL will not be responsible in any way if the vendor is fined or penalized due to non-fulfillment of these requirements by any government agency like Sales Tax, Excise etc.

**1. Penalty Clause:** In case of delayed delivery, penalty @ 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.

**17.** The tender not meeting the above conditions may not be entertained.

**REF: MM/CLN/2015**

For your convenience, we are giving sample calculation for arriving at “Cost to BHEL” below.

<b>APPLICABLE WHERE CST IS PAYABLE</b>			
Guidelines to calculate cost to BHEL/Landed Cost			
<b>SL NO</b>	<b>Description</b>	<b>Example</b>	
A	Basic price F.O.R Destination (PER TON)		97.80
B	Excise Duty on basic	12.5%	12.23
E	<b>Sub total of above</b>	<b>(A+B+C+D)</b>	<b>110.03</b>
F	CST on SI No E	2%	2.20
G	<b>Sub total (E+F)</b>	<b>(E+F)</b>	112.23
H	LESS:CENVAT CREDIT	B	12.23
I	<b>COST TO BHEL/LANDED COST PER TON</b>	<b>( G - H )</b>	<b>100.00</b>
<b>APPLICABLE WHERE LOCAL VAT IS PAYABLE</b>			
Guidelines to calculate cost to BHEL/Landed Cost			
<b>SL NO</b>	<b>Description</b>	<b>Example</b>	
A	Basic price F.O.R Destination (PER TON)		96.92
B	Excise Duty on basic	12.5%	12.12
E	<b>Sub total of above</b>	<b>(A+B)</b>	<b>109.04</b>
F	VAT on SI No E	14.5%	15.81
G	<b>Sub total of above</b>	<b>(E+F)</b>	124.85
H	Less:VAT credit on SI No F 80.5%)	80.5%	12.73
I	Less:MODVAT CREDIT	B	12.12
J	<b>COST TO BHEL/LANDED COST PER TON</b>	<b>( G - I -H)</b>	<b>100</b>

You have to quote only “Cost to BHEL”. Break up of the quote will have to be furnished by the respective L1 Vendors to the Service Provider at the end of the Reverse auction.

For any clarification on tax & duty structure, please get back to us immediately

**REF: MM/CLN/2015/16**  
**GENERAL TERMS AND CONDITIONS OF RA**

Against this enquiry for SUPPLY OF MS CONES with GENERAL TERMS & CONDITIONS OF SUPPLY in ANNEXURE-A , General Terms & Conditions of “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING ON INTERNET are detailed below:

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.

