



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE
Supply of Annular Cutter.

Phone: +91 431 2577082/7826/7645

Fax : +91 431 252 0719

Email : pgavictor@bheltry.co.in
rajaprakash@bheltry.co.in
kdebnath@bheltry.co.in

Reference Enquiry Number:

1901600116

Enquiry Date:

07.05.2016

Due date for submission of

quotation: 04.06.2016

You are requested to quote the Enquiry number date and due date in all your correspondences.
This is only a request for quotation and not an order

Sealed tenders are invited by the Engineer/PSS/Purchase/MM for supply of the above mentioned items.

Tenders should reach us before 14:00 hours on the due date
Technical bid will be opened at 14:30 hours on the due date
Tenders would be opened in presence of the tenderers who
have submitted their offers and who may like to be present.

Yours faithfully,
For Bharat Heavy Electricals Limited

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@bheltry.co.in
rajaprakash@bheltry.co.in
kdebnath@bheltry.co.in



General Note: **BHARAT HEAVY ELECTRICALS LIMITED**

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

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

429-002/A

| | | | |
|---|-----------------------|---------------------|-------------------------------|
| OFFICE COPY | Collective No. | Enquiry Date | Due Date For Quotation |
| | 1901600116 | 07.05.2016 | 04.06.2016 |
| 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 | TEL1349 | NO | 25.000 | 25.00 | 10.08.16 |
| | HSS-HEAVY DUTY-ANNULAR CUTTER(CORE DRILL) DIA 25MM, FLUTE LENGTH 25MM, HOLDING SHANK DIA 19.05MM (3/4")-WELDON SHANK FOR PORTABLE MAGNETIC DRILLING MACHINE SUITABLE FOR SLUGGER MODEL:USA5. | | | | |

General Note:

TERMS AND CONDITIONS TO ENQUIRY NO: 1901600116-28 DT.07.05.2016 - DUE DT. 04.06.2016 IS 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

| Material. | PR.No | PR.Item. | Quantity | Acc. Assign | Customer Number |
|-----------|-----------|----------|----------|-------------|-----------------|
| TEL1349 | 114151405 | 00010 | 25.000 | /000000 | |

list of suppliers

RFQ-5200004896

Open Tender Dummy Code

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**

f- [Signature] 7-5-16

MANAGER / PURCHASE
(FOSSIL BOILERS)

K. RAJA PRAKASH

MM : PSS
BHEL, THIRUCHIRAPALLI - 620 014.

Annexure – A:

- Offer of new supplier whose product are not established in BHEL Trichy, if become L1 and PO placed, sample is to be submitted for trial purpose before effecting bulk supply .

1. Bidders shall submit the OFFER in English language (a single envelope containing two inner envelopes) as indicated below:

Envelope I: This sealed envelope should contain (a) technical bid (b) un-priced commercial bid (copy of the Priced Bid without the price details). This envelope should be clearly marked "Part I - Technical and Un-priced commercial bid, indicating Enquiry No., Date, Due Date, Address & Reference of the Bidder.

Envelope II: This sealed envelope should contain price details. This envelope should be clearly marked "Part II - Price bid", indicating Enquiry No., Date, Due Date, Address & Reference of the Bidder.

3. The OFFER, sealed and Superscribed as "Parts I & II inside" indicating Enquiry No., Date, Due Date, Address & Reference of the Bidder should reach this office on or before the due date by 14:00 Hrs (IST). Offers received after 14:00 Hrs. (IST) will not be considered for evaluation.

4. All the tenders may be addressed to the following address:

The Tender Opening Cell / MM

Room No: 26, Building 24, Ground Floor

Bharat Heavy Electricals Limited

TIRUCHIRAPALLI 620014

PHONE: +91 431 2577893/7082

(E-mail: tender_cell@bheltry.co.in)

Note: Bidders are requested to submit their offers only through sealed bids.

5. Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested; all amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail. No revision of prices will be entertained after tenders are opened. The quoted prices should remain firm till the execution of the orders.

Discrepancy in "Words "&"Figures "

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

6. The correspondence between the bidder and BHEL through email is considered to be 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.

7. Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalization of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.

8. Payment Term (Indigenous): Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials.

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."
- Offers of indigenous Suppliers with payment terms as LC / Advance Payment are liable for rejection.
- 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 stores with consignee copy attached. In this case Loading will be 3% on the offered value.

9. Liquidated Damages / Penalty:

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).

10. Risk purchase:

BHEL at its 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 substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Risk purchase acceptance should be given by the vendors without fail.

11. BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.

12. Fixed price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be liable for rejection. Prices shall be written in words and figures. In the event of any discrepancy with regard to total price and unit price whichever is less shall be considered correct. Unit rates quoted should include all the charges like third party inspection charges, packing & Forwarding etc. If the charges are shown separately, the same shall be in % of basic unit rate. No Lump sum charges shall be quoted.

13. Bid currency:

Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their preferred currency. For evaluation, Exchange rate (TT selling Rate of SBI) as on Techno-Commercial bid opening date shall be considered.

14. Delivery terms for Indigenous vendors: Offers shall be quoted on F.O.R Destination basis only (inclusive of packing, forwarding, freight and transit insurance charges to supplier account). Ex-works offer will be rejected.
15. Validity: Validity of offer shall be maintained for 90 days from the date of Tender opening.
16. BHEL reserves the right to negotiate L1 rate or refloat the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
17. 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.
18. MODVAT Credit: If any Excise Duty is payable, the chapter head / Sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for this input material, the effect of Performa credit should be passed on the purchaser. Tenderer under 'MODVAT' shall be preferred.
19. Special Provisions for Micro and Small Enterprises (MSE) bidders:
- 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 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., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

- 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.

20. Any dispute arising out of or in connection with this Agreement shall be finally settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 as may be amended from time to time. Executive Director / BHEL, Trichy – 620 012 or his authorized representative shall be the Sole Arbitrator and his decision shall be final and binding on both the parties. The place of arbitration shall be Tiruchirapalli, and the language shall be English. The courts at Tiruchirapalli shall have exclusive jurisdiction on any dispute arising out of or in connection with this Agreement, if intervention of court is warranted, subject to the arbitration provided above.

21. New vendors interested to register as a permanent supplier in the product material directory of BHEL are requested to submit SUPPLIER REGISTRATION FORM.

Details are available in our web site address: http://www.bhel.com/vender_registration/vender.php

End of Annexure A

Annexure -B

*Checklist for the Enquiry
(To be Filled and submitted for evaluation and to consider for Price-Bid opening)*

| Description of the Item: | Supply of Annular cutter. | |
|--------------------------|--|-----------------------|
| Enquiry Ref: | <u>1901600116-28 DT.07.05.2016 – DUE DT. 04.06.2016</u> | |
| SI No. | Description | Vendor's confirmation |
| 1 | Technical: Supply shall be as per BHEL's specification. | |
| | Offer of new supplier whose product are not established in BHEL Trichy, if become L1 and PO placed, sample is to be submitted for trail purpose before effecting bulk supply . | |
| 2 | Firm Price: The quoted/Finalized rates shall be Firm till execution of the supplies. | |
| 3 | Delivery and Price Basis: (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: Indigenous vendor: As per Clause 8 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: Price Validity of your offer shall be minimum 90 days from the date of techno-commercial bid opening. | |
| 7 | Liquidated damages: As per Clause 9 Annexure - A of Enquiry Terms & Conditions | |
| 8 | Acceptance to Risk Purchase clause 10 Annexure - A of Enquiry Terms & Conditions | |
| 9 | Contact Person details Name: Mobile No: E-mail ID : | |
| 10 | 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 .27 of Annexure – A). | |

Date:

Signature with Seal of Bidder

ANNEXURE – I (Applicable on Indigenous Suppliers 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 forMicro/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

Annexure-C applicable for new Indigenous vendors not registered with BHEL Trichy:

Indigenous Vendors who are not currently registered with BHEL Trichy and are requested to submit the following set of documents/details. Offers from new suppliers are liable for rejection for non-submission / incomplete submission of applicable documents.

| SI No | Details | Document submission |
|-------|--|--|
| 1 | Nature of ownership & relevant documents. (Proprietorship-Professional Tax Regn& Municipal Regn; Partnership firm – Partnership Deed; Co-operative society – Society rules & bye laws ; Private/Limited Company – memorandum & Articles of Association) | Yes / No |
| 2 | Manufacturing range & facilities: • List down the product range & specification details. • List of Manufacturing facilities/equipment's (including material handling facility) • If In-house manufacturing facilities are not available, inform process outsourced with full details of the company & details at their end as requested in point 'b' above. Ratio of outsourced cost to total production value to be recorded. | Yes / No Yes / No Yes / No |
| 3 | Inspection & Testing Facilities: • List of Inspection & Testing facilities / equipment – Make & year of manufacturing with current calibration status. • If In-house testing facilities are not available, indicate source of testing along with their facilities & experience. | Yes / No Yes / No |
| 4 | • Permanent Account No • Central Sales Tax registration number • State sales Tax / TIN number • Excise duty registration number • Excise control code number • Service tax registration number • Regn number of category as per MSMED Act | Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No |
| 5 | If registered with any other BHEL unit • Letter of registration with BHEL unit • Proof of successful execution of one or more purchase orders | Yes / No Yes / No |
| 6 | Letter of approval from ASME / BTPC / NPC / EIL / DGS&D / RAILWAYS etc., | Yes / No |
| 7 | Accreditation certificate for ISO:9001 / TOC of Quality System manual / ISO:14000 / OHSAS ISO 18000 | Yes / No |
| 8 | Copy of a purchase order placed on you with in last three year | Yes / No |
| 9 | Balance Sheet for the last three years along with the audit report | Yes / No |
| 10 | If offer is from agents or traders (Other than manufacturer), Letter of authorisation from manufacturer or dealership certificate should be submitted along with offer. | Yes/No |

End of Annexure C