



Important Note to Tenderers

This Tender is floated on TWO-BID System. Tenders are requested to submit their offers in TWO-BIDS (Part I: Un priced bid and Part II: Price Bid) separately in a sealed cover as follows.

1. **Part I: UN PRICED BID:** (Complete with technical & Commercial conditions as per enquiry including un priced copy of price schedule i.e. identical to part II with prices blanked and replaced by "Quoted")
The Tenderer should confirm their acceptance / comments to each and every clause of Annexure-A to Enquiry along with other commercial Terms & Conditions of Tender. In case any deviation is taken by the Tenderer from the Tender requirements, it is to be clearly indicated in the offer with reference to the particular clause. If such deviations are not explicitly indicated in the offer, it will be construed by BHEL that the Tenderer is complying with Annexure Clause(s), Commercial terms & conditions and other conditions in full. Any such non-compliance on these points, if raised / highlighted by the Tenderer, after opening the Price Bid, it will not be accepted by BHEL and the tender evaluation will be done based on the original offer submitted by them.
2. **Part II: PRICE BID:** Price (with break-up details wherever required) alone to be indicated. Price bid shall **not** contain any technical and commercial details.
3. **Both Un priced Bid and Price Bid is** to be submitted in a single envelop before 14.00 hours (Indian Time) on tender Due Date.
4. The **Unpriced Bid** shall be put in a separate sealed cover superscribed with Tender number, Tender Date & Tender Due Date and also the cover should be clearly marked with "**UNPRICED BID**".
5. The **Price Bid** shall be put in a separate sealed cover superscribed with Tender number, Tender Date & Tender Due Date & the cover should be clearly marked with "**PRICE BID**".
6. Both the individually enveloped **UNPRICED BID** and **PRICE BID** covers as mentioned above, have to be put in another single bigger cover clearly indicating Tender number, Tender Date & Tender Due Date at the top of the cover. This cover is to be addressed to Purchase Executive, Purchase Department, Seamless Steel Tube Plant (SSTP), BHEL, Tiruchirapalli-620014, India.
7. Unpriced Bid shall only be opened on the Tender Due Date mentioned in the Tender, in the presence of Tenderers / their Authorized Representative, who may like to be present for such opening. **The price bid will NOT be opened on the date of tender opening.**
8. After opening the Unpriced Bid, they shall be evaluated by BHEL for their suitability. BHEL shall hold discussions with the responded Tenderers on the Technical and Commercial terms and freeze the technical specifications. These frozen technical specifications will be communicated to responded tenderers.
9. BHEL shall offer opportunity to the responded and technically / commercially suitable Tenderers, to submit their latest Price Bid in line with the frozen technical delivery conditions.
10. This latest Price Bid for the frozen technical specifications submitted by the Tenderers will be opened in the presence of those Tenderers who have submitted the latest Price Bid. Based on the latest Price Bid only, the ranking of the Tenderers shall be made and accordingly the Tender shall be finalized.

Annexure – B.
Technical Conditions

Vendor Code:	Vendor Name:	
Tender No.:	Tender Date:	Tender Due Date:

Offers not accepting Clause No.B1 & B2 –shall not be considered for further Processing.			
Sl. No.	Technical Requirement	Accepted	Not accepted
B. 1.	<u>Supply:</u> Material to be supplied as per Tender Documents, without any deviation. Test certificate is to be submitted along with the supplies for each delivery.		
B. 2.	<u>Delivery:</u> Liquid Nitrogen is to be delivered by supplier's own tanker as & when required by BHEL/SSTP on daily basis up to 31.08.2016.		
<u>Remarks if any (attach additional sheet, if required) :</u>			

Signature with Date	Seal

Annexure – C.
Commercial Conditions
(Page No. 1 of 2)

Vendor Code:	Vendor Name:	
Tender No.:	Tender Date:	Tender Due Date:

Offers not accepting Clause No. C1 to C6 shall not be considered for further Processing.

Sl. No.	Commercial Terms	Accepted	Not Accepted
C 1.	<u>Delivery Terms</u> : FOR-SSTP/Stores basis on supplier's own Tanker.		
C 2.	<u>Payment Terms</u> : 100% direct payment after 45 days from the date of receipt and acceptance of materials by BHEL/SSTP. Any deviation in the above payment term will attract loading @ Prime lending rate of SBI (as applicable on the date of tender opening) + 6% for the period of relaxation sought by suppliers.		
C 3.	<u>BHEL Enquiry Terms and Conditions</u> : available on the reverse of the printed Enquiry Sheet (with specific reference to Clause No: 06 & 07 for Liquidated Damages & Risk Purchase).		
C 4.	<u>Delivery Period</u> : Staggered Delivery as & when required by BHEL/SSTP up to 31 Aug 2016 on daily basis round the clock.		
C 5.	<u>Splitting of Order</u> : Order will be split in the ratio of 70% to L-1 supplier and balance 30% in counter offer basis to L-2 supplier accepting the L-1 supplier's landed price at BHEL/SSTP, provided at least three vendors participated in the tender.		
C 6.	<u>Validity of Offer</u> : 60 Days from the Date of Tender Opening.		

Remarks if any (attach additional sheet, if required) :

Annexure – C.
Commercial Conditions
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Sl. No.	Commercial Terms	Vendor to fill in
C 7.	a. Excise Duty Tariff Heading	
	b. Excise Duty (%)	
C 8.	a. TNVAT (%)	
	b. CST (%)	
C 9.	Freight Charges (if any) - % (or) Rs.	
C 10.	Other Cost (if any) - % (or) Rs.	
C 11.	Are you Micro/Small/Medium Industry?	Yes / No.
	If YES, please furnish MSME Regn. No. along with a copy of MSME Certificate	MSME No. :
		MSME Certificate Enclosed : Yes / No
C 12.	Name & Contact No. of the person dealing this Tender.	Name: E-Mail: Mobile No.: Fax No.:

Signature with Date	Seal

Certificate by Chartered Accountant

This is to Certify that M/S,
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
MeMemorandum No (Part—II).....dtd:.....,
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:

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.5.0.1722(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

The above investment of Rs..... Lacs is within permissible limit of
RsLacs for Micro / Small (~~Strike off which is not applicable~~)
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

TERMS AND CONDITIONS OF ENQUIRY

01. OFFER

01. Each Tender shall be sent in double cover. Inner cover shall be sealed with Tenderer's distinctive seal and superscribed with correct Enquiry and Enquiry Due Date. The Outer cover shall only bear the address of this Office and shall not have any indication that a Tender is within. Two more Offers shall not be sent in one cover but the Offer against each Enquiry shall be sent separately to avoid confusion. Tender shall not be addressed to any individual's name but only by Designation.
02. Tenders shall be free from CORRECTION AND ERASURES Corrections, if any, must be attested. All amounts shall be indicated both in words and in figures. Where there is difference between the amount quoted in words and figures, amount quoted in words shall prevail.
03. Rate(s) shall be net F.O.R./BHEL-SSTP STORES, inclusive of risk-in transit and remain valid for 60 days from the Enquiry Due/other Taxes / Duties.
04. If any Sales Tax and / or Excise Duty and /or other Taxes/Duties is /are payable as extra to the quoted Rate, it shall be specifically stated in offer, failing which the Purchaser will not be liable for payment of Sales/Excise Duty/other Taxes/Duties.
05. No voluntary revision of prices will be entertained after opening the Tender(s).
06. Manufacturer's Name, Trade Mark or Patent No., if any, shall be specified. Illustrative leaflets giving technical particulars are required along with the Offer wherever necessary.
07. Products with I.S.I. Certification Marks will be preferred.
08. The Purchaser shall be under no obligation to accept the Lowest Tender or any other Tender. The Purchaser shall be entitled to accept or reject any Tender in part or full, without assigning any reason whatsoever.
09. The Purchaser also reserves the right to allow the Purchase Preference Facilities to the Public Enterprises, as admissible under Government Policy and Amendments thereto from time to time.
10. BHEL reserves the right to increase or decrease the Tender Quantity and split the Tender Quantity among more than one Tenderer and place Order accordingly in proportion, based on commitment, requirement and Supplier's capability in terms of delivery and quality.
11. Lowest Rate received against Tender(s) need not be the technically acceptable L-1 Rate and BHEL reserves the right not to consider the same.
12. BHEL reserves the right to negotiate or re-float the opened Tender, if L-1 Rate is not the lowest acceptable rate to them, inter-alia other reasons.
13. BHEL reserves the right to negotiate the L-1 rate.
14. BHEL may order on more than one Vendor at the lowest acceptable Rate.

SAMPLES: Wherever possible, samples shall be submitted separately whether specifically requested or not, so as to reach the Purchaser on or before the Enquiry Due Date. They shall be clearly marked with the Enquiry No. and Enquiry Date, on the cover to facilitate identification.

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

TERMS OF PAYMENT: 100% Payment will be made after 45 days of receipt and acceptance of materials at BHEL. Wherever required by the Purchaser, the successful Tenderer shall send the operation and maintenance Manual(s), Test Certificate(s), Drawing(s) etc., for the materials ordered, along with the materials and statement to that effect shall be made in the Invoice. Failure to comply with this provision, will result in delay in payment of the bill(s). Goods despatched either by V.P.P. or routing the documents through Bank, will not be accepted unless agreed to by the Purchaser.

SECURITY EPOSIT: For Purchase over Rs. 5000.00 the successful Tenderer or may be required to furnish a Bank Guarantee/Security Deposit for an appropriate value as determined by BHEL, through any of the Nationalised Bank/Scheduled Banks, Who is a member-Bank in BHEL's consortium of Banks, which will be intimated along with Purchase Order, at the discretion of BHEL.

LIQUIDATED DAMAGES: It is clearly understood among the parties to the contract that TIME IS THE ESSENCE OF THE CONTRACT. Therefore the delivery of the goods specified in the Purchase order shall be made within the time prescribed. Where the seller supplies or despatches the goods. Beyond the delivery period specified, and the Purchaser will have no obligation to accept the goods. If accepted, Liquidated Damages at the rate of 0.5% (zero point five percent) of the value of goods delayed, per week of delay subject to a maximum of 10% (Ten percent) or part thereof, will be levied without prejudice to any other relief or compensation due to the Purchaser under any other conditions of the contract.

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 Seller, either the whole of the goods or any part, which the Seller has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available the best and nearest available substitute thereof. The Seller shall be liable for any loss, Which the Purchaser may sustain by reason of such Risk Purchase(s), in addition to penalty at the rate mentioned in Clause No. 06 above.

PREFERENTIAL DELIVERY: In case of failure to complete supplies, in terms of such Contract within the date of delivery specified in the Tender and incorporated in the Contract, it shall be noted that in the event of an Order is placed on a higher Tenderer as result of this invitation of Tender, in preference to the lowest acceptable Offer in consideration of the earlier delivery, the Seller will be liable to pay to the Purchaser the difference between the Contract Rate and that of the lowest acceptable Tender on the basis of final price. (F.O.R./BHEL-SSTP Stores) including all elements of Freight, Sales Tax, Duty(s) and other Incidentals.

GUARANTEE:

01. In the event of an Order, the materials notified in the Order shall be guaranteed for satisfactory performance against all manufacturing defects, faulty design and bad-workmanship, etc. The liability under Seller's Guarantee Certificate shall cover a total period of 18 (Eighteen) Months from the date of despatch or 12 (Twelve) Months from the date of actual usage of the material(s) whichever is earlier. A Guarantee Certificate to the above effect shall accompany the despatch documents. In case of staggered delivery, the Guarantee Certificate shall accompany the despatch documents each time.
02. **Performance Bank Guarantee:** Wherever required, BHEL shall request the successful Tenderer to execute a Performance Bank Guarantee, covering the standard Guarantee Terms of BHEL, through any of the Nationalised Banks / Scheduled Banks, who is a Member-Bank in BHEL's Consortium of Banks, which will be intimated along with Purchase Order, at the discretion of BHEL.

CENVAT CREDIT:

01. Please explicitly indicate the following in the Offer to enable us to avail CENVAT Credit.
 01. Excise Registration Number, Excise Control Code (ECC) Number,
 02. Central Excise Chapter Heading Number, Under which the goods will be cleared,
 03. Present Rate of Excise Duty.
02. In the event of an Order being placed, Excise Duty will be reimbursed only based on the Duplicate Copy EXCISE INVOICE (Transporter's Copy), Seller Shall take acknowledgement from the authorised personnel/transporter, while delivering the goods, for having handed over the above Duplicate Copy.
03. If the Seller is a First Stage Dealer / Second Stage Dealer / Depot / Consignment Agent / Importer / Importer- Agent, the Seller has to confirm that they will be following the procedures in terms of the provisions of Central Excise Rules-2002, to enable BHEL to avail CENVAT Credit, under CENVAT Credit Rules 2002.
04. All the time of submission of invoice(s), the Seller is required to furnish the following Certificate.
"The Amount of Rs. (Rupees in words.....) claimed as CENVAT in the Bill.
is in accordance with the provisions of the Rules in all respects and that the same has been paid to the Central Excise Authorities in respect of the materials covered by the Bill".

GENERAL: Any other conditions which might have been quoted by the Seller and are in contravention to the Terms prescribed in the Tender/Order and which have not been specifically accepted by the Purchaser, will not be applicable to the Contract and BHEL's standard Terms & Conditions shall only be applicable.

IMPORTANT NOTE:

01. Purchaser reserves the right to place Repeat Order(s) at the same Price and Terms & Condition, within 36 (Thirty Six) Months from the date of Order of 24 (Twenty four) Months from the date of completion of supply, whichever is earlier. A specific confirmation in the regard shall only be applicable.
02. In the event of quoting "Packing and Forwarding charges" extra in the offer, the "Packing Charges" and "Forwarding Charges" shall be separately quoted and shall not be combined. Also please note that no Excise Duty and sales Tax shall be payable on Forwarding Charges. In case this is not complied with corresponding Excise Duty and Sales Tax on packing Charges will not be paid.
03. In the event of the Tenderer being a S.S.I. Unit, the tenderer shall indicate the S.S.I. Regn. No in the Offer and also enclose a copy of S.S.I. Regn. Certificate issued by the Competent Authority.
04. Tenderer is requested to furnish all the details called for in the Tender. In case any required data/information is/ are not furnished in the offer, Purchaser reserves the right to assume the same for the purpose of evaluation/comparison and decide the Tender accordingly.