



Bharat Heavy Electricals Limited
(Seamless steel Tube Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE: SUPPLY OF PISTON SEAL		Phone: +91 431 257 8439 Email : pcsn@bheltry.co.in Web : www.bhel.com
Reference Number: 9440673E	Date: 20.06.2014	Due date for submission of application: 11.07.2014

BHEL/SSTP, Trichy is looking for vendors to supply of PISTON SEAL as per Tender documents attached.

A. Important Note to New Vendors (Viewers thro' web site)

The new vendors will be required to furnish the following documentary proof/ information along with their offers:

1. Certificate of registration (copy of certificate to be submitted).
2. Banker's information (copy of bank pass book first page to be submitted).
3. MSME vendor certificate (if applicable).
4. Address of your organization (complete postal address with PINCODE).
5. Contact person's Phone No. / Mobile No. / FAX No. / E-mail ID.
6. Statutory documents – VAT / TIN / EXCISE REGISTRATION / CST REGN / SERVICE TAX REGISTRATION etc. (copy to be furnished)
7. NSIC/SSI Certificate (if applicable)
8. ISO Certificate (if applicable)
9. Experience certificate as proof of supply of similar items to any Govt. agencies / PSU / Organisations (copy of PO's to be furnished).
10. Audit Report/ IT Return (if applicable)
11. Agency agreement with manufacturer (if applicable)
12. Partnership Deed (if applicable).

If the new vendors fail to submit the above documentary proof/information, their offers will not be considered for this enquiry.

Purchase Officer / Purchase /SSTP
Phone: 0431-257 8439.
Mail: pcsn@bheltry.co.in

ANNEXURE-A

IMPORTANT NOTE TO TENDERERS **(FOR INDIGENOUS & OVERSEAS SUPPLIERS)**

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 the Enquiry along with other commercial Terms & Conditions of the 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.

2. **Part II: PRICE BID:** Price (with break-up details wherever required) to be indicated.
3. **Both Un priced Bid and Price Bid is** to be submitted in a single envelop before 1400 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.
Phone No: 91 431 2578502, 2578491

7. Un-priced 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 Un-priced 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 terms & conditions of the offer. 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/ Impact of prices, if any in line with the frozen technical , Commercial , delivery conditions.
10. This latest Price Bid & the Impact of prices for the frozen technical specifications submitted by the Tenderers will be opened in the presence of Tenderers. Based on the above, the ranking of the Tenderers shall be made and accordingly the Tender shall be finalized.
11. “BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. **This will be decided after techno-commercial evaluation.** All bidders to give their acceptance 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, and if BHEL decides to go for opening the sealed envelop price bid, the offer submitted during the tender due date will considered.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid in the Reverse Auction. Non-submission of “online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Terms & Conditions of REVERSE AUCTION

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

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. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
5. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

In line with the NIT terms, 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 bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

6. Reverse auction will be conducted on scheduled date & time.
7. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
8. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
9. **In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.**
10. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
11. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
12. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
13. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Annexure – B.
Technical Conditions

Vendor Code :
Vendor Name : M/s.
Tender No. :
Tender Date :
Tender Due Date :

Sl.No.	Technical Requirement	Accepted	Not accepted
1.	Supply Materials as per Tender Documents, without any deviation.		
2.	Delivery of materials as per Tender Documents..		
3.	Furnish Certificate for <u>Raw Material Chemistry</u> , either from manufacturer or from Reputed Test House.		
4.	Furnish Certificate for Hardness		
5.	Furnish Temperature-Time Graph for Heat Treatment cycle.	-----	-----
6.	Furnish Certificate for LP Test.	-----	-----
7.	Supply materials with marking (PO No., Name of Vendor)		
8.	Supply materials with suitable preservation and packing		
<u>Deviations, if any (attach additional sheet, if reqd) :</u>			

Signature :

Date :

Seal :

Annexure – C.
Commercial Conditions

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

Sl.No	Commercial Terms	Accepted
C1.	<u>Delivery Terms :</u> Free delivery at BHEL/SSTP Stores duly including Packing, Forwarding, Freight and Insurance charges	
C2.	<u>Payment :</u> 100% after 45 days after receipt and acceptance of materials by BHEL	
C3.	<u>LIQUIDATED DAMAGES:</u> 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. <u>RISK PURCHASE:</u> 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 dispatch 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.	
C4.	<u>Delivery Period :</u> As per Enquiry schedule.	
C5.	<u>Validity – minimum 60 Days from the date of Tender Opening.</u>	
<u>Deviations if any (attach additional sheet, if required) :</u>		

Sl.No.	Commercial Terms	
C6.	Validity of Offer (Date)	
C7.	Excise Duty (including Cess) % (with Break up details)	
C8.	TVNAT / CST (%)	
C9.	Delivery Period (Days/Weeks/Months) Please refer the Enquiry.	
C10.	Other Cost (if any) - % (or) Rs.	
C11.	Are you Micro/Small/Medium Industry? (If YES, please furnish MSM Regn.No., along with a copy of MSM Certificate)	YES / NO MSM No. MSM Certificate enclosed(Yes/NO)

Signature with Date :

Respective procurement Groups shall incorporate the applicable conditions in the NIT for Indigenous and Imports separately.

Payment Term (Indigenous)	
If materials are receivable at Stores/Trichy <u>without PBG</u>	Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials.
If materials are receivable at Stores/Trichy <u>with PBG</u>	Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials and against 10% PBG valid for the warranty period.
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.	

Payment Term (Indigenous)	
If materials are receivable at Project Sites without PBG	<u>Option-1:</u> Payment term is 100% direct payment after 45 days from the date of dispatch against site acknowledgement <u>Option-2:</u> Payment term is 90% direct payment after 45 days from the date of dispatch against submission of dispatch documents and balance 10% against site acknowledgement. For this option -2, a loading of 2% on the 90% of the offered value shall be made.
If materials are receivable at Project Sites with PBG	<u>Option-1:</u> Payment term is 100% direct payment after 45 days from the date of dispatch against site acknowledgement and against 10% PBG valid for the warranty period. <u>Option-2:</u> Payment term is 90% direct payment after 45 days from the date of dispatch against submission of dispatch documents and 10% PBG valid for the warranty period and balance 10% against site acknowledgement. For this option -2, a loading of 2% on the 90% of the offered value shall be made.

To be incorporated in all NITs addressed to Indigenous Suppliers	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 Site/Stores with Consignee copy attached. In this case Loading will be 3% on the offered value. In case of Direct to Site (DTS), only 90% through bank will be considered.
	Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection.

Payment Term (Imports) - To be incorporated in all NITs addressed to Import Suppliers
--

BHEL Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.

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.

In the case of Usance LCs the loading will be considered @ 1.5% on the offered Value.
--

For LC at sight the loading will be considered @ 3.5% on the offered Value.
--

Normally CAD at sight and Confirmed LCs are liable for rejection.
--

Liquidated Damages / Penalty - To be incorporated in all NITs addressed to both Indigenous and Import Suppliers
--

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).

Guarantee / Warranty Period - To be incorporated in all NITs addressed to both Indigenous and Import Suppliers

Normally No deviation permitted and the deviated offers are liable for rejection.

Performance Bank Guarantee - To be incorporated in all NITs addressed to both Indigenous and Import Suppliers
--

Normally No deviation permitted and the deviated offers are liable for rejection.

To be incorporated in all NITs addressed to both Indigenous and Import Suppliers

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