PURCHASE ENQUIRY

VOLUME-I TECHNICAL BID

M/s	**Offer Reference No:-** **dt._____/_____/_____** **(Bidder to quote the offer reference here)**

Salient Details of NIT		
S. No.	**ISSUE**	**DESCRIPTION**
1.0	Supply Description	Supply of various Paints to Sikka TPS, Jamnagar, Gujarat
2.0	Enquiry No	**1402026**
3.0	**DETAILS OF TENDER DOCUMENT**	
3.1	Volume – I	Technical Bid – (General Conditions of the Contract, Pre-Qualification Criteria, Special Conditions of the Contract & Technical Specification)
3.2	Volume - II	Price Bid
4.0	**TENDER DUE DATE**	Last date of submission of offer is **30-07-2014 Time : 15.00 Hrs** Opening of Tender **30 minutes after the latest due date and time of Offer submission** ***Notes:*** *(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.* *(2) Bidder may depute representative to witness the opening of tender*
5.0	**LAST DATE FOR SEEKING CLARIFICATION**	Date: At least 3 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below Mr ABHIJEET KUMAR (kabhi@bhelpswr.co.in) Mr. DINESH BHAGAT (dkbhagat@bhelpswr.co.in)

The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid shall not be entertained.

Important Information

1. **This Tender is a Two-Part Bid**.

2. This enquiry format along with the price format shall be submitted duly filled and signed with company seal.

3. **PURCHASE ENQUIRY**

Dear Sir,

Kindly submit your quotation by ~~E-Mail~~/ Courier / Fax / Speed Post / Registered Post /~~ Air Mail~~ in **Two Parts bid viz Technical cum Commercial Bid & Price Bid**. For the material indicated below confirming acceptance to the terms and conditions enclosed, so as to reach us by post **on or before the due date & time**. Quotation may be sent by Fax only if asked so by BHEL / with prior permission of BHEL.

S. No	Description of Material	Unit	Qty	Delivery Schedule	Material Required at (Destination)
1.	SUPPLY OF VARIOUS PAINTS TO SIKKA TPS, JAMNAGAR, GUJARAT	AS PER ANNEX-I		TOTAL QUANTITY WITHIN 20 DAYS FROM DATE OF PURCHASE ORDER	BHEL SITE OFFICE, 2X250 MW GSECL TPS UNIT 3 & 4, GSEGL, DISTT. SIKKA, JAMNAGAR, (GUJRAT)-361141

A) GENERAL TERMS AND CONDITIONS OF CONTRACT (GCC)

Cl. No.	DESCRIPTION
A1.	Technical cum Commercial Bid' and 'Price Bid' shall be sealed in two separate envelopes. Both these sealed envelopes shall bear distinct identification with regard to the type of bid and Enquiry number. These two sealed envelopes shall then be kept in a third envelope and superscripted with correct Enquiry No. and Due Date & time. The outer cover should be addressed to the issuing authority (as mentioned below) of this enquiry and shall also bear the name and address of the bidder. **Address : ENGINEER-PURCHASE** **BHARAT HEAVY ELECTRICALS LIMITED,** **POWER SECTOR WESTERN REGION,** **SHREE MOHINI COMPLEX, 345 KINGSWAY,** **NAGPUR-440001 (MAHARASHTRA)** Tender should be free from OVERWRITING AND ERASURES. Bidder's authorized signatory must attest corrections, if any. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount in figures and words, amount quoted in words shall prevail. It is the responsibility of bidder to submit their offer within due date & time as mentioned in this enquiry. BHEL shall NOT be responsible for any loss/damage to the offer submitted by the bidder.
A2.	Technical bid shall be opened at **3.30 PM** on Due Date. The Technical cum Commercial bid should accompany with a copy of this enquiry duly signed & stamped on all pages as a token of acceptance of Technical & Commercial Terms & Conditions and copy of supporting documents like authorized dealership certificate, earlier supply order details of similar equipment and their performance feedback from customers, company profile and present status, product catalogue of the models offered, technical specifications of the product, commercial Terms & Conditions and other relevant documents etc. Please fill up all the columns of all formats of this enquiry. (However, the any other

	information provided by bidder anywhere other than this tender enquiry shall not be considered for evaluation). Price bid should be submitted as per the 'Price Format' given in this enquiry. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Terms and condition if any enclosed with price bid, shall not be considered. Tenders received as single bid indicating the price is liable to be rejected.
A3.	Price bid of technically accepted bidders only shall be opened. No revision of prices shall be entertained after Tenders are opened, unless mentioned in our enquiry / asked so by BHEL.
A4.	Manufacturer's name, Trade Mark or Patent No. if any, shall be specified in the Technical cum Commercial Bid
A5.	Please mention the relevant national / international standard code of the product quoted for in the Technical cum Commercial bid.
A6.	The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
A7.	LATE TENDERS:- Late tenders (received after Due Date) shall be rejected.
A8.	Price quoted shall be valid for **90 days** from the date of Technical Bid opening.
A9.	Price shall be quoted as per enclosed 'Price Format' only. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Please fill in all the columns of all formats
A10.	The price quoted should be as applicable to DGS & D (Govt. of India) and other Govt. Organizations. In case DGS & D rate / Running Contract is not existing, but a contract is in vogue with any BHEL Unit, reference of the same shall be furnished and same may be applicable to this contract.
A11.	**SECURITY DEPOSIT: The supplier shall have to furnish Security Deposit (Cash/DD/Bank Guarantee from a Scheduled Bank) if so specified in the tender under Special Terms & Conditions.**
A12.	PACKING AND MARKING: The supplier shall arrange for secure protective packing of the goods suitable for tropical conditions to avoid loss, damage, atmospheric action during handling and transit. The packing standards will comply with relevant national standard/carrier's conditions of packing or established practice. If any damage is sustained and the carrier or underwriter attributes it to improper packing, the seller shall be liable to replace the material or reimburse the value of the loss notwithstanding any transit insurance arranged by him or not. The following marking shall be made on each package in black bold letters. NAME & ADDRESS OF CONSIGNEE, DIMENSION OF PACKAGE, WEIGHT DETAILS: GROSS, TARE & NETT These markings should be stenciled or written in bold letters on the package. Should the package be small, suitable cards/metal tags giving these details may be tagged or nailed
A13.	INSPECTION: Final inspection will be carried out the destination/site/Purchaser's works by the authorized inspecting Officer, if so specified in the tender under Special Terms & Conditions. Whenever preliminary or stage inspection is to be carried out at supplier's works the same is subject to final acceptance after receipt of the material at the destination/Purchasers works and the decision of the purchaser shall be final. The propriety of goods shall not pass until final acceptance by the purchaser
A14.	REJECTION: The seller shall intimate the purchaser in writing within 15 days (after being intimated about rejection of goods) regarding disposal action of the rejected material. If no advice is received within this time the purchaser shall be at liberty to return the material at the cost and risk of the seller after receiving the cost if any paid by the Purchaser including inward freight and other incidental charges. The Purchaser will not be responsible for the rejected material thereafter and no claim will rest on him.
A15.	DELIVERY: Purchaser shall not be liable to receive and pay for any supply made after delivery date stipulated in the order unless the delivery date is formally extended by the purchaser. Wherever the terms of delivery of the order is

	other than F.O.R. destination, delivery date will be reckoned as the date of dispatch or the date of readiness after inspection of the material where the Purchaser has agreed for inspection or collection.
A16.	TEST CERTIFICATE: The seller shall carry out such tests as prescribed by the purchaser / as required in accordance to the relevant national or international standards, in his works and/or and other places as stipulated in the order. Necessary test certificate shall be submitted with delivery of materials. The seller shall also provide at no extra cost the required number of catalogues, drawing and other manuals related to materials under this order.
A17.	GUARANTEE WARRANTY: The materials shall be warranted for design material and workmanship and also for performance warranty as specially stipulated by the purchaser in the order in its annexure
A18.	TERMS OF PAYMENT: Payment will normally be made within one month of receipt of material in good condition at destination. Any other payment terms have to be mutually agreed. The seller shall send dispatch documents, invoice etc. in such quantum and a manner as provided in the order. (I) It is expressly understood that in the event of rejection of the materials for which payment has been made against document's through bank the Purchaser reserves the right to claim from the seller the amount paid and the incidental charged incurred in the same manner i.e. negotiating return dispatch documents, through Bank and the Seller shall honour such claim and retire the documents from the Bank. (ii) Bank charges for any payment claimed through Bank shall be borne by the seller and the seller shall also agree to bear any demurrage or other charges arising out of any delay in retirements or documents from Bank due to delayed, insufficient incorrect information furnished. (iii) The seller shall also ensure that the Carriers do not delay dispatch of the consignment once the carrier's receipt is obtained.
A19.	INSURANCE: Wherever specifically agreed to and directed, the supplier will insure the goods for all transit risks upto delivery of the goods at the final destination. In all other cases supplier must furnish particulars of dispatch for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss, which otherwise might have been recovered from underwriters.
A20.	DELIVERY FAILURE, TERMINATION & LIQUIDATED DAMAGE: The parties hereto agree that the timely dispatch/delivery and completion of the other schedules as stipulated in order/contract shall be the essence of the Order/Contract. If the seller/contractor fails to complete the dispatch/ delivery and other schedules within the time period stipulated in the order/contract, or within any extension of time granted by the purchaser, it shall be lawful for the purchaser to recover damages for the breach of order/contract without prejudice to any other rights and/or remedies provided for, in order/contract and hereunder. The purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half percent {½% of the total contract price per week part thereof, subject to a maximum of ten percent @ 10%} of the total contract price excluding elements of taxes, duties and freight, if seller/contractor has failed to deliver any part of the goods within the period stipulated in the Order/Contract. The purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of the seller /contractor without notice to the seller /contractor of goods not so delivered or their equivalent , without canceling the order/contract in respect of the goods not yet due for delivery. The purchaser reserves the right to cancel the order/contract or a portion thereof for the goods not so delivered at the risk and cost of the seller/contractor and the seller/contractor shall be liable to the purchaser for any excess costs thereof.

	In case of staggered delivery schedule, LD shall be 0.5 % of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However, even if a staggered delivery schedule for Capital Machine/ BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value.
A21.	The purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of the seller /contractor without notice to the seller /contractor of goods not so delivered or their equivalent , without canceling the order/contract in respect of the goods not yet due for delivery. The purchaser reserves the right to cancel the order/contract or a portion thereof for the goods not so delivered at the risk and cost of the seller/contractor and the seller/contractor shall be liable to the purchaser for any excess costs thereof.
A22.	RISK PURCHASE : In the event the supplier has failed to deliver or dispatch whole of the goods or any part within the time stipulated or if the same were not available in his stock, the best and the nearest available substitute thereof may be purchased/arranged by purchaser from elsewhere at the risk and the cost of the seller. The purchaser at his option will be entitled to terminate the contract and seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clause 12 above.
A23.	PREFERENTIAL DELIVERY : It should be noted that if an Order is placed on a higher tenderer as a result of this invitation to tender, in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination including all elements of freight, sales tax, duties and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and contract.
A24.	This order or any part thereof shall not be sub-contracted without the purchaser's consent.
A25.	METRIC SYSTEM: Supplier is requested to indicate metric system measurements in all documents.
A26.	INDEMNITY: The Seller shall indemnify the Purchaser against any claim due to any breach of patent, negligence, defective material or injury to seller or his agent.
A27.	In the event of any reduction in the price, due to change of Govt. duties after award to the work and before delivery commencement, purchaser is entitled to such reduction and may negotiate fresh price at its discretion.
A28.	DISPUTES & ARBITRATION: All cases of disputes will be resolved according to the Indian Arbitration Act 1940
A29.	FORCE MAJEUR: Acts of God, Acts of Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Natural Calamities, Epidemic and other similar causes over which the supplier has no control, will amount to Force Majeure. Delay attributable to Force Majeure will be condoned; however the onus of establishing the reason of delay lies with the Supplier.
A30.	GENERAL: The purchaser reserves the right to split up the tender and place orders for individual item on different suppliers and also increase or decrease the quantity.
A31.	**Important Note:** **1) IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).** a) In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE (L1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

b) Total tendered quantity shall be divided as follows:

In the ratio of 80:16:4 (if L-1 bidder is non MSE), where 80% order will be placed on L-1 bidder, 16% on MSE and 4% on MSE (owned by SC/ST) subjected to following conditions:

- MSEs Matches L-1 price.
- If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (4%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 20% will be awarded to them.

c) If no MSE matches the L-1 price, than entire order shall be awarded to L-1 bidder.

2) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST).

In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 20% of total tendered value/quantity. In case of more than one such MSE (L-1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

3) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST).

100% order will go to the L-1 bidder.

4) Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.

5) Bidder who is claiming 4% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

6) Bidder who is claiming 4% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm.

a) In case of proprietary MSE, proprietor(s) shall be SC/ST

b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.

c) In case of Private limited companies, at least 51% share shall be held by SC/ST promoters

Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

Note: All these preference are applicable, subject to the submission of applicable certificates (i.e. District Industries Centres OR Khadi and Village Industries Commission OR Khadi and Village Industries Board OR Coir Board OR National Small Industries Corporation OR Directorate of Handicrafts and handloom OR any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either ENTREPRENEUR MEMORANDUM PART II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or ENTREPRENEUR MEMORANDUM PART II certificate along with CA certificate (***Format enclosed as per MSE Annex - I***) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of ENTREPRENEUR MEMORANDUM PART II is over. Date to be 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 bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.
A32.	**Please Note:** ~~a) Interested bidders may collect hard copy of Tender documents from this Office on all working days.~~ b) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post. c) BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. d) BHEL reserves the right to cancel this tender enquiry at any point of time without assigning any reasons whatsoever. e) BHEL may opt for Conventional Sealed Price-Bid opening or Online Reverse Auction for this tender enquiry. Dates and details of Price Bid opening/Reverse Auction shall be intimated to Techno Commercially Qualified Bidders later. In case of Reverse Auction, all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDs' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder. f) All corrigenda, addenda, amendments and clarifications to Tender Specifications, revised Tender Submission Dates; etc will be hosted in the web page (www.bhel.com → Tender Notifications → View Corrigendum) and NOT in the newspaper. Bidders shall keep themselves updated on all such updates till the date of technical bid opening.
A33.	• SEEKING CLARIFICATIONS ON TENDER SPECIFICATION: - Clarifications on the Tender Specifications, if any, may be sought by the bidders so as to reach this office at least seven days before the Due Date for submission. a) SUPPORTING DOCUMENTS: • Bidders shall submit documents in support of possessing "Qualifying Requirements" as under duly self-certified and stamped by the authorized signatory. • Offers must be submitted without any deviation. • Offers received with any deviation or without relevant information as described above are liable to be rejected. • **Price bids received in the form other than specified in Price Bid are liable to be rejected.** • Bidder must sign & stamp all pages of this tender specification as an acceptance of tender conditions and must enclose this tender specification with their offer.
A34.	**Language:** A) The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used. B) All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.
A35.	In case of any contradictions between General and special terms and conditions, the provisions in Special Terms & Conditions shall prevail.

Thanking you,
Yours faithfully,
For BHARAT HEAVY ELECTRICALS LTD.
ENGINEER (PURCHASE)

MSE Annex -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-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 (Le. 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 _____ Lakhs
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 _____ Lakhs

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

B) PRE-QUALIFICATION REQUIREMENT (PQR)

S. NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Description of qualifying criteria	Page no of supporting document.
B-1	**TECHNICAL** Bidder must have, in last two years as on latest date of offer submission, supplied Paints (to any Government, Semi Government/ or any other Customer) of cumulative value not less than **Rs. 24 Lakhs** in a maximum of "2" purchase orders	APPLICABLE	
B-2	**FINANCIAL** Bidders must have achieved an Average annual financial turnover of **Rs. 25.5 Lakhs** or more over last three Financial Years i.e.2011-12, 2012-13 & 2013-14 OR for yr 2010-11, 2011-12 & 2012-13 (in case Annual Accounts for FY 2013-14 is not audited).	APPLICABLE	
B-3	**NETWORTH (only in case of Companies)** Net worth of the Bidder based on the latest Audited Accounts as furnished for 'B-2' above should be positive	APPLICABLE	
B-4	**PROFIT** Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'B-2 above based on latest Audited Accounts.	APPLICABLE	
B-5	**Price Bid Opening** **Note:** Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria B-1 to B-4 and **Customer Approval**	APPLICABLE	BY BHEL

Explanatory Notes for QR

1. *Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against B-1 above along with all annexures.*
2. *In case of audited Financial statements have not been submitted for all the three years as indicated against B-2 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three .*
3. *NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for I-B above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies).*
4. *The word "executed" means the bidder should have achieved the criteria specified in the QR even if the total contract has not been completed or closed.*
5. *Bidder shall submit above Pre-Qualification criteria format, duly filled-in, specifying respective annexure number against each criteria and furnish relevant document inclusive of Purchase order (wherein PO no., date, PO Value etc. is legible) along with proof of completion (i.e.- Completion Certificate/ Copy of Invoices of executed order/ LR Copies/ Payment Advice etc.) etc in the respective annexures in their offer in support of PQR (B-1).*
6. *Bidder shall submit the authorized dealership certificate, in case bidder is not a manufacturer*

C) SPECIAL TERMS AND CONDITIONS OF CONTRACT (SCC)

Cl. No	DESCRIPTION
C1.	**Offers quoted shall be F.O.R. Destination Basis only.** Freight and other relevant charges should be included in the quotation by the tenderer for this purpose. Offers other than F.O.R. Destination Basis will not be accepted by BHEL
C2.	Offers should contain item-wise rates.
C3.	BHEL reserves the right to increase or decrease the quantity for the enquiry at any point of time.
C4.	BHEL may opt for opening of Price Bids either by **Reverse Auction** or by **conventional sealed bid** method. Bidders who are Techno Commercially Qualified shall be informed about it later.
C5.	**PAYMENT TERMS:** 100% within 45 days from the date of receipt & acceptance of material at destination and submission of original invoices & bank details endorsed by bank (in original in BHEL format) with complete documents to BHEL PSWR HQ NAGPUR. Payment shall be released only by EFT (electronic fund transfer) mode only, no DD/Cheque payment.
C6.	**DOCUMENTS REQUIRED FOR PAYMENT:-** a) Original Tax Invoice containing Excise & Sales Tax Registration No. b) Endorsed Copy of manufacturing Batch Test Certificates. c) VOS test certificate. d) Documents confirming Shelf Life of Paint. e) Stores Receipt Voucher (issued by consignee/BHEL site office) ~~f) Guarantee/Warranty Certificates (if applicable).~~
C7.	Security Deposit is not applicable for this Enquiry.
C8.	Date of material receipt at BHEL project site shall be considered for LD clause (Refer GCC Cl.No:20).
C9.	**CUSTOMER APPROVAL**:- Techno-commercial evaluation of submitted offer is subjected to compliance to Enquiry specifications and further consideration for being eligible for price bid opening will be subject to acceptance of BHEL's customer. For customer's approval, the bidder's company credentials (i.e. purchase orders executed in last two years along proof of completion, Audited financial statements for Company's Turnover for last 03 years, etc) shall be submitted to Customer for approval and further documents, if asked shall be submitted by bidder. Price Bids of only those bidders shall be opened who stand qualified after compliance of pre-qualification criteria of the tender and Customer Approval
C10.	**PRICE VALIDITY:** Prices shall be valid for **90 days** from the date of opening of tender.
C11.	**VOS TEST**: Supplier should collect the paint from site for testing at BHEL Bhopal /BHEL approved laboratory for VOS test with all expenditure shall be borne by supplier and submit the report for required compliance.
C12.	**EVALUATION OF OFFERED RATES** Evaluation of offered rates shall be done with due consideration of Volume of Solids (VOS) in the offered paints. For the purpose of offer evaluation, quantities of paint shall be extrapolated for minimum VOS as specified in the enquiry, as per Annexure-I. The following formula shall be adopted. **P = Q x (Min.VOS / Off.VOS)**

	Where **P** = Quantity as per offered VOS by the bidder **Q** = Quantity of Paint required to BHEL as mentioned in Annexure-I **Min.VOS** = Minimum VOS required to BHEL as mentioned in Annexure-I **Off. VOS** = VOS offered by Bidder in its offer ***Note:*** *- Above formula is applicable only for evaluation of offers.*
C13.	**DEVIATION IN VOS OF SUPPLIED PAINT** : In case any downward deviation in VOS (as offered by bidder i.e. **Off.VOS**) in the supplied paints (**Sup.VOS**) with reference to VOS indicated in BTC is found, pro-rata reduction shall be made from the invoice amount while releasing payments. Formula of Rate for Payment shall be as under. **Rate for Payment = P.O. Rate x (Sup.VOS / Off.VOS).** Where **Sup.VOS** = VOS of paint in the as supplied/delivered by vendor to BHEL site In addition, in case of downward deviation in VOS, there shall be a penalty @ 5% levied on the corresponding item value as claimed in the concerned invoice.
C14.	**REJECTION OF MATERIAL**- If the VOS of the supplied paint (**Sup.VOS**) is found lesser than minimum BHEL requirement (**Min.VOS**) mentioned in Annexure-I, BHEL shall reject the 'Complete Lot of that particular paint'. BHEL shall not be liable for any claim for the rejected material. Supplier shall be responsible for ensuring the following to establish the minimum VOS (**Min.VOS**) of supplied paint. 1. Collecting the sample of paint for VOS testing by the supplier (or his representative) from BHEL site on time*****. 2. For the proper sampling of the paint at BHEL site and providing the sample at BHEL Bhopal for VOS test. 3. For submission of VOS test certificate (issued by BHEL Bhopal) to BHEL Nagpur for payment along with other requisite documents. ***** In case BHEL site starts consuming the paint before VOS test results and subject paint VOS (**Sup.VOS)** is found lesser than minimum (**Min.VOS)** BHEL requirement, the unconsumed quantum of paint shall be rejected and BHEL shall not be liable for any claim for the consumed paint. Quantity rejected based on lesser VOS (lesser than minimum BHEL requirement) shall be treated as unsupplied against respective Purchase Order till replacement for rejected material is received at BHEL site.
C15.	**EVALUATION OF OFFERS**:- Evaluation of offer shall be carried out for site-wise.
C16.	**EVALUATION OF PRICE**: Offers shall be evaluated based on prices of the all items and also by considering the input credit of ED, local sales tax offered by the vendor.(i.e. total landed cost including taxes, duties and freight minus ED, local sales tax paid for the same).
C17.	**C-FORM** : BHEL shall issue "**C-Form**" in case of supply from outside the state where consignee is located. And if delivery is made from within the state where consignee is located and charges us local sales tax by issuing VAT tax invoices, credit shall be given for such local tax, for the purpose of evaluation.
C18.	**SUPPLY DOCUMENTATION**: a) Supplier shall deliver the material accompanied with Mfg. Batch Test Certificate (BTC) issued by QA/QC department of the Manufacturer/ ITA Lab in support of compliance with IS Specification. BTC must record the various chemical properties (i.e. Volume of Solid, density, color, viscosity etc). Consignee's acceptance of

	delivered material shall be based on physical inspection/examination of delivered material and information recorded on BTC. Material delivered without BTC shall not be accepted by BHEL. b) Supplier shall deliver the material accompanied with document confirming shelf- life of the paints.
C19.	Paints should conform to the relevant standard..
C20.	Supplied Paints should be in containers of capacity 20 Litres.
C21.	**SHELF LIFE** should be minimum 12 months from date of receipt at site.
C22.	**INSPECTION REQUIREMENT**- Inspection by consignee at project site.
C23.	Bidder shall conform to the Technical requirements of offered product as mentioned in Annexure-I (enclosed herewith) by submitting **Annexure-I** duly signed with company stamp.
C24.	**NO DEVIATIONS** in respect of any pre-defined conditions shall be accepted by BHEL. In case of any deviation in Pre-defined conditions, offer is liable to be rejected.
C25.	**OCTROI** at destination: Applicable OCTROI at destination shall be in BHEL account. However, bidder to make the OCTROI payment and the same shall be reimbursed by BHEL on production of original OCTROI receipt.
C26.	**TRANSIT INSURANCE CHARGES:-** By SUPPLIER

Thanking you,
Yours faithfully,
For BHARAT HEAVY ELECTRICALS
LTD. ENGINEER (PURCHASE)

CERTIFICATE OF NO DEVIATION

I/WE, M/s ……

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

I/WE ALSO HEREBY CONFIRM ANY TERMS AND CONDITIONS RECORDED/SET BY US IN ANY PART OF THE TENDER AND ITS RELATED REFERENCE ARE CONSIDERED NULL AND VOID AND WITHDRAWN BY US.

SIGNATURE OF THE TENDERER

DATE:

D) TECHNO-COMMERCIAL TERMS & CONDITIONS (PART OF TECHNICAL CUM COMMERCIAL BID)

NOTE: - Tenderers are required to fill in the following details and no cell should be left blank

S.N	DESCRIPTION OF T & C	TERMS & CONDITIONS AS QUOTED IN THIS TENDER	ACCEPT/ NOT ACCEPT
1.	DELIVERY TERMS	F.O.R. DESTINATION ONLY	☐YES ☐ NO
2.	PLACE OF DELIVERY	BHEL SITE OFFICE, 2X250 MW GSECL TPS UNIT 3 & 4, GSEGL, DISTT. SIKKA, JAMNAGAR, (GUJRAT)-361141	☐YES ☐ NO
3.	DELIVERY PERIOD FROM THE DATE OF ORDER	TOTAL QUANTITY WITHIN 20 DAYS FROM DATE OF PURCHASE ORDER	☐YES ☐ NO
4.	CURRENCY OF PAYMENT	INR	☐YES ☐ NO
5.	TRANSIT INSURANCE CHARGES	BY SUPPLIER	☐YES ☐ NO
6.	PAYMENT TERMS	REF SPECIAL TERMS AND CONDITIONS (SCC)	☐YES ☐ NO
7.	OCTROI / ENTRY TAX AT DESTINATION	EXTRA, IF APPLICABLE SHALL BE PAID BY BHEL ON SUBMISSION OF ORIGINAL RECEIPT.	☐YES ☐ NO
8.	MODE OF DISPATCH	BY ROAD	☐YES ☐ NO
9.	GENERAL CONDITIONS OF THE CONTRACT (GCC)	Clause A1-A35	☐YES ☐ NO
10.	SPECIAL CONDITIONS OF THE CONTRACT (SCC)	Clause C1-C26	☐YES ☐ NO
S.N	**DESCRIPTION OF T & C**	**TERMS & CONDITIONS AS QUOTED IN THIS TENDER**	
11.	EXCISE DUTY/CVD (% RATE)	☐ Included @_____% (or) ☐ Extra@_____% (or) ☐ NA	
12.	EXCISE / CVD INVOICES	☐SHALL BE PROVIDED ☐ SHALL NOT BE PROVIDED (*Invoice should contain ECC details of suppler and buyer. BHEL ECC and TIN details shall be contained in purchase order.)*	
13.	SALES TAXES APPLICABLE	☐ CST (If supply from outside GUJARAT) ☐ VAT (If supply from within GUJARAT)	
14.	GUJARAT VAT INVOICES	☐SHALL BE PROVIDED ☐SHALL NOT BE PROVIDED ☐ NA	
15.	CST/ VAT WITH CONCESSIONAL FORMS "C" (% RATE) {*"C" FORM SHALL BE ISSUED BY BHEL)*	☐ Included @_____ % (or) ☐ Extra @_____% (or) ☐ NA	
16.	BATCH TEST CERTIFICATES	☐SHALL BE PROVIDED ☐SHALL NOT BE PROVIDED	
17.	Documentary proof of firm being MSE submitted	☐YES ☐NO ☐NOT APPLICABLE	
18.	MSE (Owned by SC/ST)	☐YES ☐NO ☐NOT APPLICABLE	

SIGNATURE & SEAL OF TENDER

ANNEXURE-I (TECHNICAL SPECIFICATION)

No.	DESCRIPTION	SHADE	Min VOS (%)	Quantity Required as per Min VOS (Ltrs)	To be filled by the bidder	
					VOS Offered By Bidder (%)	Quantity as per offered VOS (Ltrs)
1.	Chlorinated Rubber Paint	Dark Admirality Grey Shade No. 632 of IS:5	30	10000		
2.	Chlorinated Rubber Paint	Sky Blue Shade No. 101 of IS:5	30	100		
3.	Chlorinated Rubber Paint	Sea Green Shade No. 217 of IS:5	30	700		
4.	Chlorinated Rubber Paint	Light Grey Shade No. 631 of IS:5	30	300		
5.	Chlorinated Rubber Paint	Dark Brown Shade No. 412 of IS:5	30	40		
6.	Chlorinated Rubber Paint	Light Brown Shade No. 410 of IS:5	30	500		
7.	Heat Resistance Aluminium Paint as per IS 13183 Grade I	Aluminium	30	160		
8.	HB Chlorinated Rubber Based Zinc Phosphate Primer	-----	40	11240		
9.	Thinner (compatible with Chlorinated Rubber Paint)	-----	NA	7740		
10.	Thinner (compatible with Heat Resistance Aluminium Paint)	-----	NA	60		

** Bidders are required to submit this document and quote the offered VOS in the column indicated. Bidders to note that as per offered VOS, the quantity of paint may vary as per formula in clause no. "C12" of Special Terms and Conditions of Contract, which bidders shall calculate & quote in column provided in the above table.*

Note:	
1.	Paints should conform to the relevant standard.
2.	Shelf life should be minimum 12 months from date of receipt at site.
3.	Documents required - Batch test certificate (BTC) and documents conforming shelf life of paint.
4.	VOS Test- To be tested by supplier at Bhopal/ BHEL approved laboratory after collecting sample from respective site.
5.	Supplier shall deliver the material accompanied with manufacturing Batch test certificate (BTC) issued by QA/QC department of the manufacturer in support of compliance with IS specification. BTC must record the volume of solid (VOS).
6.	Inspection Requirement - Inspection by consignee at project site.
7.	Paint should be supplied in container of 20 Liters capacity.

CHECK LIST

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

1.	Name and Address of the Tenderer		
2.	Details about type of the Firm/Company		
3.	Details of Contact person for this Tender	Name : Mr/Ms_____ Designation: _____ Telephone No: _____ Mobile No: _____ Email Id-_____	
		APPLICABILITY	**BIDDER REPLY**
4.	Whether the format for compliance with **PRE QUALIFICATION REQUIREMENT** is understood and filled with proper supporting documents referenced in the specified format.	Applicable	YES / NO
5.	Copy of executed Purchase Orders to satisfy PQR	Applicable	YES / NO
6.	Audited profit and Loss Account for the last three years	Applicable	YES / NO
7.	Whether all pages of the Tender documents are read, understood and signed with company seal.	Applicable	YES / NO
8.	No Deviation Certificate duly signed with company seal.	Applicable	YES / NO
9.	Annexures duly signed with company seal.	Applicable	YES / NO
10.	Techno-Commercial Terms & Conditions sheet filled & duly signed with company seal.	Applicable	YES / NO
11.	EMD enclosed (NA if MSE)	Applicable	YES / NO / NA
12.	Sealed Technical Bid in separate envelope.	Applicable	YES / NO
13.	Sealed Price Bid in separate envelope.	Applicable	YES / NO
14.	Both envelopes sealed in one single covering envelope superscribed with enquiry no.	Applicable	YES / NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)