



JSC140/M2053

BHARAT HEAVY ELECTRICALS LTD.
 (A GOVT. OF INDIA UNDERTAKING)
 P.O BHEL Jhansi - 284129 , INDIA
 Tel.: 0510-277001/2412260 Fax: 2412120
 Email : mmx@bheljhs.co.in

PURCHASE ENQUIRY

ENQ NO/DT: E5130061/31-03-14
 REV NO/DT: 0 /31-03-14

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P80550
 M/s PRESS TENDER ENQUIRY
 DUMMY CODE GIVEN FOR PRESS TENDER
 ENQUIRIES ONLY.
 JHANSI
 NA FOR FOREIGN SUPPLIER INDIA
 TIN NO :

PLEASE SEND YOUR BEST QUOTATION AS
 PER TERMS & CONDITIONS PREPRINTED
 OVERLEAF AND/OR ATTACHED AND REMARK

NO OF ITEMS: 1
 BID TYPE : TWO BID
 MATCAT : 511001 STEAM COAL (BY ROAD)
 ENQR DUE ON: 02-05-14 FRIDAY
 CLOSE AT : 13:15 OPEN AT: 14:00

REQUIRED:

ITEM NO : 1
 MATL CODE : JS0066020003
 DESTINATION: JS

PSL QTY/UM: 6000000.00 KG
 PO QTY /UM:

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
STEAM COAL, GRADE 'B' AS PER M/S COAL INDIA STANDARD AND CONFORMING TO IS :770-1977 FOR OUR FBC BOILER. USEFUL HEAT VALUE: 5600-6200 KCAL/KG. GROSS CALORIFIC VALUE: 6049-6454 KCAL/KG (AT 5% MOISTURE LEVEL) SIZE: 20 MM X 40 MM AND NOT MORE THAN 25% PASSING THROUGH 8 MM MESH. ASH+MOISTURE CONTENT: 19.6-23.8% (AT 60% RH AND 40 DEG CELCIUS). NOTE: STONES IN COAL SHALL BE NOT ACCEPTED. IF FOUND IT WILL BE RETURNED BACK TO THE SUPPLIER.	JUL-14	600000.00
	AUG-14	600000.00
	SEP-14	600000.00
	OCT-14	600000.00
	NOV-14	700000.00
	DEC-14	700000.00
	JAN-15	700000.00
	FEB-15	700000.00
	MAR-15	800000.00

SPECIAL REMARKS:

- Inspection shall be done after receipt of material at our stores. Coal sample may be tested in Govt. approved lab after receipt at BHEL Jhansi.
- Tender fee of Rs.1000/- by DD (non refundable) in favour of BHEL Jhansi shall be called along with Techno Commercial Bid part-1. This is inclusive of VAT. Tenders without fee shall not be considered.
- Qualifying Condition for Bidder:
 - Bidder to give evidence of executing at least 1 order of minimum 500 MT each in last 3 years or 2 orders of at least 300MT each in last 5 years (last 5 years means year 2013-14, 2012-13, 2011-12, 2010-11, 2009-10)
 - Or
 - The bidder must have executed successfully at least one Purchase Order of BHEL Jhansi for Qty equal to or more than 300MT in last 5 years
- Quantities mentioned in this tender (6000 MT) is for a period of 12 month tentatively from July'14 to June'15. Techno commercial conditions frozen against this enquiry shall be valid for 01 year as under:
 For Ordering: 12 months period from date of issue of first Purchase

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Order.

For Supply: 15 months period from issue date of first Purchase Order. Presently Price bid is being called for supply of 1800 MT coal over at hree month period (Tentatively July'14 to Sep'14) from date of Purchas e Order.

Price Bid of only Techno commercially Qualified Vendors will be opened. For Balance Quantity i.e 4200 MT, only price bids will be subsequentlyc alled from Techno commercially qualified bidders in 2 or 3 instalments. Separate intimation with respect to quantity and period of requirementw ill be given to techno commercially qualified vendors while callingfor subsequest price bids.

6. Following are enclosures with this enquiry-

- (a) Special Conditions- Annexure-1 (b) Confirmation sheet, Annexure-2 (c) General terms & conditions, Annexure-3 (d) Price bid Format, Annexure-4 (e) Terms & conditions of Reverse Auction, Annexure-5 (f) Format for C.A. certificate for MSMED status, Annexure-6

7. MOST IMPORTANT.

===== OFFER TO BE SUBMITTED IN TWO BID AS PER DETAILS GIVEN BELOW:

A) TECHNO COMMERCIAL BID:

(i). TECHNO-COMMERCIAL BID WHICH WILL CONSIST OF ANNEXURE 2 DULY FILLED, ANNEXURE 3 & 1, BLANK PRICE BID ANNEXURE 4. ALL THE ANNEXURES SHOULD B E DULY SIGNED WITH COMPANY SEAL BY BIDDERS.

(ii). TECHNO-COMMERCIAL BID SHOULD BE SEALED IN AN ENVELOPE BEARIN "ENQUIRY NUMBER AND DUE DATE OF TECHNO- COMMERCIAL BID " ON TOP OF ENVELOPE.

(B). PRICE BID:-

(i). PRICE BID ANNEXURE 4 DULY FILLED DULY SIGNED WITH SEAL.

(ii) PRICE BID SHOULD BE SEALED IN SEPERATE ENVELOPE BEARING "THE ENQUIRY NO., DUE DATE & PRICE BID ON TOP OF ENVELOPE

8. BOTH THE ENVELOPES OF TECHNO COMMERCIAL BID AND PRICE BID SHOULD BE PACKED IN A SEPARATE ENVELOP SUPERSCRIBING ENQUIRY NO., DUE DATE AND AD DRESS.

----- THE QUOTATION MUST BE SEALED AND BE SENT IN DOUBLE ENVELOPE. THE INNER ENVELOPE SHOULD BEAR ENQUIRY NUMBER & DUE DATE AT THE TOP.

If you are not in a position to quote due to any reason, you must send regret letter titled enquiry no. etc, failing which you may not be considered for sending future enquiries.

***** ENCLOSERS:

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FOR AND ON BEHALF OF
BHARAT HEAVY ELECTRICALS LTD

CHANDAN MAURYA
MANAGER (MMX)
Email:-maurya@bheljhs.co.in

* * * * * E N D O F P U R C H A S E E N Q U I R Y * * * * *

NOTE :

- * SUPPLIERS ARE REQUESTED TO INFORM US WITH VALID CERTIFICATE, IF THEY ARE REGISTERED UNDER MSMED ACT'2006. (APPLICABLE FOR INDIAN SUPPLIERS ONLY).
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE THE LOCAL AREA OF BHEL JHANSI, ENTRY TAX WILL BE APPLICABLE. SUPPLIERS SHOULD NECESSARILY INDICATE RATE OF ENTRY TAX SEPARATELY WHEREVER APPLICABLE. THEY SHOULD ALSO MENTION THE ENTRY TAX CHARGED SEPARATELY IN THE INVOICE.
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE UP, IN CASE THE OFFER IS SILENT ON ENTRY TAX, IT SHALL BE LOADED SUITABLY WITH THE APPLICABLE RATES
- * IN CASE IF THERE IS ANY DIFFERENCE BETWEEN THE 'SPECIAL REMARKS/ANNEXURES' OF THE ENQUIRY AND THE PREPRINTED TERMS & CONDITIONS (REF JSC140/M2053), THE REQUIREMENT GIVEN IN REMARKS WILL PREVAIL.



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TERMS & CONDITIONS FOR PURCHASE ENQUIRY

1. Offer must be submitted in a sealed cover. The cover should bear our enquiry number, due date of opening and name of her bidder.
2. When offer is invited in two bids, outer cover, inner cover-I (Techno Commercial bid) and inner cover -II (Price-Bid) must bear our tender no., due date and bidders name.
3. The offer should reach this office on or before 13:15 hrs. on the due date. The tender can also be dropped in the Tender Box kept at Administrative Building Gate. The tenders will be opened after 14:00 hrs. on the due date in presence of all bidders who will be present.
4. Offer should be free from overwriting or erasures. Corrections or additions, if any should be attested.
5. No enhancement of rate for whatever cause is allowed once the offer is accepted and the order is placed. Withdrawal from the quotation after it is accepted or failure to make the supply within the schedule period will entail cancellation of order, forfeiture of earnest money if any and/or imposition of risk & cost purchase.
6. Material offered should be of required quality and conforming strictly to our specification/drawings or to the specifications in the drawings. Any deviation must be clearly stated in the offer with particular clause/detail in our specification/drawing for which deviation is quoted. All required documents/details e.g. QA Plan, type TCs, drawings and date sheet etc. must be submitted alongwith the offer.
7. Irrespective of whether it is mentioned in our specification, all machines/equipments are required to be calibrated in metric units and certificates "must be issued where applicable".
8. Work test certificates/Inspection certificates/guarantee certificate/compliance certificate, etc. will be required to be submitted along with supplies in case an order, is placed.
9. In case an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply where applicable.
10. Sample must be submitted where specified so as to reach us on or before the due date of tender.
11. Required lead time for affecting supplies alongwith available capacity should be indicated in the offer.
12. Failure to supply by the time specified on the order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week subject to a maximum of 10% of the order value unless agreed otherwise.
13. The quantities for each item to be purchased may vary from the tendered quantity according to our actual requirement at the time of placing orders.
14. Our standard terms of payment is 100% payment after 60 days of acceptance of material at our works. In no case, interest for over due period will be borne by BHEL. Advance or LC payment terms shall generally not be considered and offers received with other than our standard terms of payment can be bypassed (except SIDBI discounting facility will be accepted for suppliers to whom this facility has been granted).
15. Bharat Heavy Electricals Ltd. Does not bind itself to accept the lowest of any tender, but reserves to itself the right to accept or reject all or a part of any tender at its discretion following BHEL Purchase Policy & government guidelines.
16. In all cases of disputes, the matter shall be referred for arbitration. The arbitrator shall be nominated by the Unit Head, Bharat Heavy Electricals Ltd., Jhansi or any other officer nominated by him. The award of arbitrator shall be final and binding on both the parties.
17. In case of any suit or other legal proceedings under or relating to this tender, the courts at Jhansi shall have full, jurisdiction.
18. Total delivered cost at BHEL Jhansi Railway siding/Works shall be the criterion for deciding the tender.
19. Unless otherwise specified, offer should be on ex-works basis with freight & insurance to be borne by BHEL.
20. Your quotation against this enquiry must be valid for ordering upto minimum of 90 days from the date of tender opening.
21. **ADDITIONAL FOR INDIAN SUPPLIERS:**
 - i) If any material is booked to selves or if it is not consigned to BHEL Jhansi, any warfage or demurrage occurring from these shall be to the account of supplier. In case of road transport, material shall be booked only through our rate contract transporters mentioned in the purchase order.
 - ii) Where there is provision for payment of Sales Tax extra, it will be paid only if the registration number both under State Sales Tax and Central Sales Tax are specially mentioned on the bill/invoice. Your Sales Tax Registration number should be mentioned in the offer positively.
 - iii) Excise duty Gate Pass will be required in original. Applicable taxes & duties must be included in the offer.
22. **ADDITIONAL FOR FOREIGN SUPPLIER:**
 - i) For documentation and correspondence language shall be English only.
 - ii) Rates quoted should be on FOB basis. All dispatches are to be made by sea by IPBC conference vessels only unless otherwise stated in purchase order.
 - iii) Agency commission, if any, will be paid out of the FOB value after receipt & acceptance of material at BHEL Jhansi in Indian Rupees. TT buying exchange rate prevailing on the tender opening date or the letter of credit date or date of purchase order whichever is lowest will be considered for calculating the agency commission.
 - iv) The rates quoted should be inclusive of charges of packing and delivery of material upto the port of shipment on FOB terms. The material is required to be packed suitably in all respects considering the peculiarity of the material for normal transport by Sea/air and subsequently by Rail/Road in India suitably protected against the effect of tropical salt laden atmosphere in the event of consignment being delayed at Indian Ports before outward clearance. You should also furnish details of shipping specification, sizes, volume, weight, number of cases etc. When articles are packed with packing material of plant origin, phytosanitary certificate will be required.
 - v) Our standard terms of payment is 100% payment through bank against dispatch documents or 100% through sight irrevocable & unconfirmed letter of credit.
23. Please also refer to our tender for any other terms and conditions.

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ANNEXURE: 1

Bharat Heavy Electricals Limited, Jhansi

SPECIAL CONDITIONS TO ENQUIRY NO. E 5130061

1.1 Sealed quotations are invited in Two Part Bid System for procurement of 6000 MT of Steam Coal, Grade "B", For details and other T&C, refer Enquiry Sheet and **Annexure: 1 - 4** enclosed herewith. The offer should be submitted in **Two Parts (Two separate sealed envelopes super scribed with Part No. given below, Enquiry No. & Due date on the envelope)** on or before the due date of opening.

- (a) Part - I : Technical, Commercial & General Terms " and copy of un priced Price bid
(b) Part - II : Price Bid

Enquiry No.	: E 5130061
Due date of Tender Opening	: 02.05.14 (14:00 hrs)
Last date of submitting Tender	: 02.05.14 (till 13:15 hrs)

- 1.2 Techno commercial bid is for take quantity of 6000 MT. These shall be valid for one year from date finalization of 1st order under this enquiry.
- The price bid is to be submitted alongwith the tender only for 1st lot 1800 MT quantity and this to have validity of 90 days from due date of tender.
 - Price bids for balance quantity of 4200 MT shall be called subsequently from only those vendors who are techno commercially qualified. These may be called in 2-3 lots.

General:

2.1

Quotation to be submitted as per description mentioned in our **Enquiry Sheet and T&C mentioned in this Annexure: 1**. Offer to be submitted strictly in two bid system only and the deviations (*if any*) should be brought out clearly in Techno-commercial bid: Part - I.

2.2

For specifications & other requirements of the material, refer **Enquiry Sheet** and quotation should comply with the specifications and requirements mentioned therein.

2.3

Only Techno-Commercial Bid: Part - I shall be opened on the due date of opening at 14:00 Hrs. Price Bid: Part - II shall be opened of only techno-commercially acceptable offers at a later date which will be intimated to eligible vendors.

2.4

Vendors should mention rate of Taxes & duties etc or any other factor affecting price in their quotation in Part - I bid itself for the validity period of quotation. Any alterations due to Govt. taxes, external forces in the price shall not be entertained within the validity of offer.

Discount offered, if any, should remain fixed during entire delivery period.

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Entry Tax as applicable shall be paid by BHEL and shall be loaded in the price quoted by vendors for arriving at Landed Cost, if the same is not included in their prices.

Quantity Tolerance - should not be more than range +/- 5% of the required quantity. No regularization for quantity shall be done in PO, if excess quantity is supplied beyond the plus 5% of total PO quantity.

2.5

BHEL requires quoted price to be "**FIRM**" for the entire delivery period and shall be furnished in the Price Bid (Part - II) format only attached herewith as **Annexure: 4**.

Please note that if Price bid (Part-II) contains any comments/ conditions, which are not mentioned in Blank price Bid, same shall not be considered and BHEL May reject such offers.

2.6 **Offer of Vendor(s) "DELISTED" or "BANNED" with BHEL shall not be considered.**

2.7 **Offer Evaluation:**

The offers shall be evaluated on the total delivered cost to BHEL i.e. on F.O.R. BHEL, Jhansi basis. The delivery term are to be quoted on FOR BHEL Jhansi Basis.

2.9 **Late offers:**

Please note that the offers received after 13:15 pm on the due date or received after due date are treated as "**Late Offer**" which will not be considered by BHEL. Hence, please ensure to submit the quotation well in time.

2.10 **Timely Delivery:**

The purchase order shall be issued according to BHEL's requirement giving required lead time for supply. The vendors should ensure timely delivery as indicated in the purchase order.

2.11 **General Terms & Conditions:**

The General Terms & Conditions of *Enquiry* for Vendors are enclosed herewith as **Annexure: 3**. Vendors have to confirm their acceptance / non-acceptance specifically clause-wise.

2.12 **Special Terms & Conditions:**

Please note that in case of any contradiction between Special Terms & Conditions and General Terms & Conditions, ***Special Terms & Conditions shall prevail.***

2.13 **Mandatory Submission with Quotation:**

Please fill up all columns of **Annexure 2** and submit the signed sheet along with Techno Commercial offer.

3.0 **Reverse Auction:**

3.1



"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.

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."

Term and conditions of Reverse auction is enclosed as Annexure-5

4.0 Delivery

4.1

The delivery has to be made by Trucks which should not weigh more than 40 MT in fully loaded condition (i.e. Truck + coal weight should not exceed 40 MT).

4.2

Please note that each truck shall be inspected at BHEL, Jhansi for presence of any undesired substances like dust, moisture, stone, slate etc. and as per IS norms. Unsatisfactory consignment may be rejected without any further analysis.

4.3

The delivery schedule shall be month wise as per requirement giving required lead time for supply.

Vendors have to furnish the acceptance to the Terms & Conditions mentioned in Annexure: 1 - 3. In case of any deviation, the same may please be brought out separately in Part - I Bid. BHEL reserves the right to accept or reject the deviations. If no deviation is mentioned against any para, it will be assumed that vendor has agreed to all the conditions mentioned therein.

For Further Clarification:

Name: Mr. CHANDAN MAURYA
PHONE NO : 0510-2412779
FAX NO: 0510 - 2412120
E-MAIL ID: maurya@bheljhs.co.in

Name: Mr. AL Vishwakarma
PHONE NO : 0510-2412318
FAX NO: 0510 - 2412120
E-MAIL ID: alvishwakarma@bheljhs.co.in



Annexure -2

CONFIRMATION SHEET FOR ENQUIRY E5130061
(To be submitted by Supplier with Offer)

(Supplier should fill up this bid by data in the dotted space or by putting tick in Accepted/ Not Accepted Column)

S.N.	Terms & Conditions	Remarks
1	Steam Coal Grade 'B' as per M/s Coal India Standard and confirming to IS: 770-1977 for our FBC Boiler. Useful Heat Value: 5600-6200 Kcal/Kg. Gross Calorific value : 6049-6454 Kcal/Kg. (At 5% Moisture Level). Size : 20mm X 40mm and not more than 25% passing through 8 mm mesh. Ash+ Moisture content: 19.6-23.8% (At 60% RH and 40 Deg Celcius). Note: Stones in coal shall be not accepted: IF found it will be returned back to the supplier.	Accepted/ Not Accepted
2	Quantity tolerance of supply should not be more than +/- 5% of Purchase order Quantity. No payment shall be released for any quantity supplied in excess of 5%.	Accepted/ Not Accepted
3	Prices quoted in price bid are firm for the delivery of entire lot for which price is called	Accepted/ Not Accepted
4	Prices quoted in price bid are valid for 90 days from date of opening of tender	Accepted/ Not accepted
5	Rates quoted as basic price are on FOR BHEL Jhansi basis i.e are inclusive of freight, Insurance Packing & Forwarding Charges	Accepted/ Not Accepted
6	Rate of Excise Duty including education Cess %
7	Rate of CST or VAT %
8	Entry Tax (only 1 of the 03 option to be chosen by party(Strike off the 2 options not chosen)	a. Included in Basic price b. Not included and Quoted separately but payable by bidder c. Not included in Basic price and payable by BHEL
9	In case Entry tax is payable by BHEL Loading of same will be done on price of bidder as per sl no. 8 of price bid	Accepted/ Not accepted
10	Unloading at BHEL, Jhansi in Bidder's Scope	Accepted/ Not accepted
11	If unloading in Bidders Scope is accepted, Rates for same have been quoted in price bid Sl no. 6	a. Yes/ No b. In BHEL Scope
12	In case option (b) is chosen at Sl no. 11 i.e if unloading in bidders Scope is not accepted, BHEL will load price bid of bidder by unloading charge of Rs 73 per MT as at Sl no. 06 of price Bid	Accepted/ Not Accepted
13	Delivery Start period from date of purchase order (Must not be more than 04 weeks) days
14	Delivery will be at the rate of 600 MT per Month to 800 MT per Month as per requirement of BHEL	Accepted/ Not Accepted

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15.	LD Clause – failure to supply by the time specified as per 13 & 14 above and as per Purchase order delivery will make supplier liable to pay penalty of 0.5 of value of supply not delivered for every week or part there of delay subject to max of 10% of the delayed order value	Accepted/ Not Accepted
16	Payment term – a) 100% payment after 60 days of receipt and acceptance of material at BHEL works b) If you are category 1 or 2 MSMED registered supplier then payment in 45 days of receipt of material is acceptable. Subjected to submission of MSMED certificate and recent (issued in fin year 2014-15) CA certificate as per format annexure 6 attached	Accepted Accepted
17.	Reverse Auction – Please refer clause 3.0 of Annexure 01 and confirm that you will participate in Reverse Auction. Also confirm acceptance of terms & conditions of RA as per annexure 5.	Yes/No
18.	All condition of Annex 1 and Annex 3 are acceptable	Accepted/ Not Accepted
19.	Testing of coal Sample shall be done at govt. approved Lab after receipt at BHEL Jhansi.	Accepted/ Not Accepted
20	Offer is submitted in two bid. Offer sent in single bid shall be rejected.	Accepted/ Not Accepted
21	Qualifying Requirement (Ref. Enquiry Remark No. 3) a) Evidence of successful execution of Purchase orders as per the qualifying requirement is submitted. b) Price bids of only those bidders shall be opened, who are meeting the qualifying requirements and the bids are techno commercially accepted.	Yes/No Accepted/ Not Accepted

(Signature and Name of the Bidder)

Name:

Company Seal:



General terms and Conditions for Purchase Enquiry

SN	Term and Conditions
1	Offer must be submitted in a sealed cover. The cover should bear our enquiry number, due date of opening and name of her bidder.
2	When offer is invited in two bids, outer cover, inner cover-I (Techno Commercial bid) and inner cover -II (Price-Bid) must bear our tender no., due date and bidders name.
3	The offer should reach this office on or before 13:15 hrs. on the due date. The tender can also be dropped in the Tender Box kept at Administrative Building Gate. The tenders will be opened after 14:00 hrs. on the due date in presence of all bidders who will be present.
4	Offer should be free from overwriting or erasures. Corrections or additions, If any should be attested.
5	No enhancement of rate for whatever cause is allowed once the offer is accepted and the order is placed. Withdrawal from the quotation after it is accepted or failure to make the supply within the schedule period will entail cancellation of order, forfeiture of earnest money if any and/or imposition of risk & cost purchase.
6	Material offered should be of required quality and conforming strictly to our specification/drawings or to the specifications in the drawings. Any deviation must be clearly stated in the offer with particular clause/detail in our specification/drawing for which deviation is quoted. All required documents/details e.g. QA Plan, type TCs, drawings and date sheet etc. must be submitted along with the offer.
7	Irrespective of whether it is mentioned in our specification, all machines/equipments are required to be calibrated in metric units and certificates "must be issued where applicable".
8	Work test certificates/Inspection certificates/guarantee certificate/compliance certificate, etc. will be required to be submitted along with supplies in case an order, is placed.
9	In case an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply where applicable.
10	Sample must be submitted where specified so as to reach us on or before the due date of tender.
11	Required lead time for affecting supplies along with available capacity should be indicated in the offer.
12	Failure to supply by the time specified on the order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the order value unless agreed otherwise.
13	The quantities for each item to be purchased may vary from the tendered quantity according to our actual requirement at the time of placing orders.
14	Our standard terms of payment is 100% payment after 60 days of acceptance of material at our works. In no case, interest for overdue period will be borne by BHEL. Advance or LC payment terms shall generally not be considered and offers received with other than our standard terms of payment can be bypassed (except SIDBI discounting facility will be accepted for suppliers to whom this facility has been granted).

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15	Bharat Heavy Electricals Ltd. Does not bind itself to accept the lowest of any tender, but reserves to itself the right to accept or reject all or a part of any tender at its discretion following BHEL Purchase Policy & government guidelines.
16	16. In all cases of disputes, the matter shall be referred for arbitration. The arbitrator shall be nominated by the Unit Head, Bharat Heavy Electricals Ltd., Jhansi or any other officer nominated by him. The award of arbitrator shall be final and binding on both the parties.
17	In case of any suit or other legal proceedings under or relating to this tender, the courts at Jhansi shall have full, jurisdiction.
18	Total delivered cost at BHEL Jhansi Railway siding/Works shall be the criterion for deciding the tender.
19	Unless otherwise specified, offer should be on FOR BHEL Jhansi basis with freight & insurance to be borne by Supplier.
20	Your quotation against this enquiry must be valid for ordering up to minimum of 60 days from the date of tender opening.
21	<p>i) If any material is booked to selves or if it is not consigned to BHEL Jhansi, any warfage or demurrage occurring from these shall be to the account of supplier. In case of road transport, material shall be booked only through our rate contract transporters mentioned in the purchase order.</p> <p>ii) Where there is provision for payment of Sales Tax extra, it will be paid only if the registration number both under State Sales Tax and Central Sales Tax are specially mentioned on the bill/invoice. Your Sales Tax Registration number should be mentioned in the offer positively.</p> <p>iii) Excise duty Gate Pass will be required in original. Applicable taxes & duties must be included in the offer.</p>
22	Please also refer to our tender for any other terms and conditions.

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PRICE BID (PART – II) FORMAT to E 5130061

SL. NO.		DESCRIPTION	%	AMOUNT (IN RS.)
1.		BASIC PRICE ^{**} (Rs / MT) ON FOR BHEL JHANSI BASIS (Shall remain firm during execution of the total lot)	NA	
2.	ADD :	EXCISE DUTY & EDU. CESS (If applicable)		
3.		SUB TOTAL (1+2)	NA	
4.	ADD :	CENTRAL SALES TAX OR VALUE ADDED TAX (WHICHEVER IS APPLICABLE)		
5.		SUB TOTAL (3+4)	NA	
6.		Un Loading charges at BHEL Jhansi (Rs/MT) To be quoted by Vendor *		
7.		SUB TOTAL (5+6)	NA	
8.		Entry Tax (Rs / MT) to be quoted (if not included in basic price quoted at sl. No. 1 above) The loading of entry Tax as applicable will be done by BHEL on sl. No. 7 (Present rate is 2%) in case the same is not quoted by vendor		
9.	LESS	SET-OFF TOWARDS VAT		
10.	LESS	CENVAT (if Excise Invoice is provided)		
11.		GRAND TOTAL (7+8-9-10)		

* The un-loading of coal is to be arranged by vendor and charges for the same to be quoted by vendor at sl. no. 6 above. In case the supplier does not quote the unloading charges, the same shall be done by BHEL, and un- loading charges of Rs 73/MT shall be added at Sl. No 6.

** Vendors are requested to quote Basic Price after adjusting Discount Figure / Percentage, if any.

SIGNATURE & NAME OF THE OFFICIAL : _____

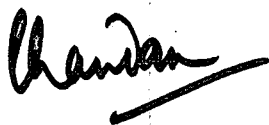
WITH COMPANY'S SEAL

Chandan

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.
2. 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.
3. 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.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. 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.
7. 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.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.



10. 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.
11. 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.
12. 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.
13. 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.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. 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.

Chandan



Bharat Heavy Electricals Limited, Jhansi

Format for Review & Recertification of MSMED status

This is to Certify that M/S
 vendor code.....having its registration office at
 is registered under
 MSMED Act 2006 (Entrepreneur Memorandum No (Part-II):.....
 dtd:....., Category: (Micro/Small/Medium). (copy enclosed)

Further verified from Books of Accounts that the investment of the company as on
 date:..... as per MSMED Act 2006 is as follows:

- For Manufacture 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 (Annexure I):
 Rs.....Lacs
- 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 Rs.....Lacs
 for (Micro/Small/Medium) (Strike off which is not applicable) Category under MSMED
 Act 2006.

Company will intimate to BHEL Jhansi in case change of investment if any exceeds the above
 permissible limit, in future with proper supporting documents.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

Note: This format will be required in start of every Financial Year for MSMED verification.

Permissible Limit As per MSMED Act 2006:

Manufacture Enterprise			Service Enterprise		
Plant & Machineries Limit			Equipment Limit		
Micro	< 25.0 Lakhs		Micro	< 10.0 Lakhs	
Small	>= 25.0 Lakhs < 5.0 Crores		Small	>= 10.0 Lakhs < 2.0 Crores	
Medium	>= 5.0 Crores < 10.0 Crores		Medium	>= 2.0 Crores < 5.0 Crores	

As per Ministry of small scale industries notification dated 5th October, 2006, the investment in Plant & Machinery to in respective limits is the original price, irrespective of whether the plant & machinery are new or second hand. In respect of imported machinery, the following is to be included in calculating the value:

- import duty (excluding miscellaneous expenses such as transportation from the port to the site of the factory, demurrage paid at the port);
- shipping charges;
- customs clearance charges and
- sales tax or value added tax.