

Annexure – B.
Technical Conditions

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

Offers not accepting Clause No.B1 & B2 –shall not be considered for further Processing.			
Sl. No.	Technical Requirement	Accepted	Not accepted
B. 1.	<u>Supply:</u> Material to be supplied as per Tender Documents, without any deviation. Test certificate is to be submitted along with the supplies for each delivery.		
B. 2.	<u>Quantity & Delivery Period:</u> The quantity indicated in the tender is only tentative. i. If additional quantities are required, same has to be supplied at the same rate and terms & conditions of the order till 31 Mar 2016 for which amendment to PO will be given. ii. Any balance quantities left out on 31 Mar 2016, the order will be short closed with the supplies made till then.		
<u>Remarks if any (attach additional sheet, if required) :</u> 			

Signature with Date	Seal

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

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

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

Sl. No.	Commercial Terms	Accepted	Not Accepted
C 1.	<u>Delivery Terms</u> : FOR-SSTP/Stores basis on supplier's own Tanker.		
C 2.	<u>Payment Terms</u> : 100% direct payment after 45 days from the date of receipt and acceptance of materials by BHEL/SSTP. Any deviation in the above payment term will attract loading @ Prime lending rate of SBI (as applicable on the date of tender opening) + 6% for the period of relaxation sought by suppliers.		
C 3.	<u>BHEL Enquiry Terms and Conditions</u> : available on the reverse of the printed Enquiry Sheet (with specific reference to Clause No: 07 for Risk Purchase and Annexure-A Para 5.6. for Liquidated Damages).		
C 4.	<u>Delivery Period</u> : Staggered Delivery as & when required by BHEL/SSTP up to 31 Mar 2016. One week advance intimation will be given through e-mail/telephone.		
C 5.	<u>Splitting of Order</u> : Order will be split in the ratio of 70% to L-1 supplier and balance 30% in counter offer basis to L-2 supplier accepting the L-1 supplier's landed price at BHEL/SSTP, provided at least three vendors participated in the tender.		
C 6.	<u>Validity of Offer</u> : 60 Days from the Date of Tender Opening/RA date.		

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

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

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

Signature with Date	Seal

Annexure-A

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 1 of 5)

1. This Tender is floated on TWO-BID System.
 1. Tenderers are requested to submit their Offers in TWO-BID basis, viz.
 - a. Part I .. Technical and Un-Priced Commercial Bid
 - b. Part II .. Price Bid
 2. Both the above Bids are to be submitted (or to be made available) before 14.00 hours (Indian Time) on Tender Due Date, as detailed under Para 3 below. **Tenders received after 14.00 Hrs. on the Tender Due Date, shall not be taken into consideration, irrespective of the mode of dispatch.**
2. Above Bids (Part I and Part II) are to be submitted in sealed-covers as detailed below:

A. Technical and Un-Priced Commercial Bid:

1. Shall contain complete Scope of Supply with all Technical details, Specifications, Delivery Schedule, Delivery Terms, Payment Terms, Offer Validity, Taxes & Duties and other Commercial Terms & Conditions.
(Also please refer Clause No. 5 – General).
2. Price columns are to be strictly filled-in only as ‘QUOTED’:

Enq. Sl. No.	BHEL Matl. Code / Description of Material.	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.
..	QUOTED	QUOTED
3. Shall contain Point-wise confirmation for all Enquiry Clause Nos., TDC Clause Nos., and other attachments, if any.
4. If any deviation is taken on Technical and / or Commercial points, the same shall be clearly highlighted in the Offer with Enquiry Clause No(s). and its attachments. Otherwise, it shall be construed by BHEL that the Tenderer is complying with all Enquiry Clauses in full.
6. Any request for modification / change of Technical / Commercial points shall be entertained only before they are frozen.

B. Price Bid:

1. Shall contain following details **only**:

Enq. Sl. No.	BHEL Matl. Code / Description of Material.	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.
2. Wherever required / possible, Break-up-Price details are to be furnished.
3. This Bid shall NOT contain any Technical and/or Commercial Conditions.
(If indicated, such terms shall not be taken into consideration).

Annexure-A

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 2 of 5)

3. Details for submitting the Offer:

1. Cover No.1 – Technical and Un-Priced Commercial Bid :

1. Put the Technical & Un-Priced Commercial Bid inside Cover No.1 seal it.
2. Mark Cover No.1 :
“Part-I -- TECHNICAL and UN-PRICED COMMERCIAL BID”
Tender No., Tender Date, Tender Due date, Address of Tenderer.

2. Cover No.2 -- Price Bid :

1. Put the Price Bid inside Cover No.2 and seal it.
2. Mark Cover No.2 :
“Part-II - PRICE BID”
Tender No., Tender Date, Tender Due date, Address of Tenderer.

3. Cover No.3 -- Techno-Commercial Bid & Price Bid :

1. Put Cover No. 1 and 2 inside Cover No.3 and seal it.
2. Mark Cover No. 3, with Tender No., Tender Date, Tender Due date, Address of Tenderer.
3. Address the Cover No.3, to ::

**Purchase Executive,
Seamless Steel Tube Plant,
BHEL, Tiruchirappalli - 620014, INDIA.**

4. Tender Opening:

1. On the Tender Due Date, Technical and Un-Priced Commercial Bid (Ref: 1.1.1. and 3.1. above), shall alone be opened, at the pre-fixed time, in presence of Responded Tenderers / their Authorized Representative, who may like to be present for Tender opening.
2. Clarifications / Confirmations, if any, required by BHEL for Technical / Commercial evaluation, shall be sought from Bidders before opening the Price Bid.
3. Price Bid of Technically suitable Bidders alone shall be opened, on a pre-determined date and time, in presence of the Responded Tenderers / their Authorized Representative, who may like to be present for such opening.

5. General:

1. Incomplete Offers shall be liable for rejection.
2. Fixed Price:
Bidder shall quote only Fixed Rate / Price and not subject to any escalation whatsoever during the period of Bid Validity and execution of Purchase Order. Any Bid with adjustable or price variation clause shall be treated as ‘Non-Responsive’ and liable for rejection. Prices shall be written both in numbers and words. In the event of any difference, the price in words shall be valid and binding. Unit Rate shall only be considered as correct and valid, which shall be taken for further consideration.

Annexure-A

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 3 of 5)

3. Taxes and Duties:
All Taxes / Duties, if any, payable extra over and above the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates shall be considered as 'all inclusive'.
Offer shall carry clear details of Excise Tariff Heading No. and applicable Rate of ED / ST (along with Rate of Cess, if any).
4. Validity of Offer:
Offer shall be kept valid for acceptance for a period of 60 days (sixty days) from the date of opening of the Technical & Un-Priced Bid/RA date.
5. Terms of Payment:
100% payment shall be paid after 45 days, from the date of receipt subject to acceptance of materials at BHEL/SSTP.
6. Liquidated Damages, Risk Purchase and Warranty:
BHEL standard Clauses are applicable for Risk Purchase (Ref: Clause Nos. 7 of Terms and Conditions of Enquiry available on the reverse of pre-printed Enquiry sheet). Liquidated Damages will be levied for any delayed lot delivery @ **0.5%** of the value of the goods delayed, per week of delay subject to a maximum of **10%** or part thereof.
7. Evaluation of the Offers shall be on the basis of **“To-Door Cost at SSTP”** (NET Cash outflow to BHEL)
8. BHEL reserves the right:
 1. to increase or decrease the tendered quantity(s) and split such quantities, for all or part of the Enquiry items, among more than one Tenderer based on commitments, requirements and capability of the Vendor(s), and finalise the Tender accordingly.
 2. **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.**
 3. **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. Only those bidders who have submitted the “On-line sealed bid” within the scheduled time shall be eligible to participate further in RA process. 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.**
9. **In case BHEL decides NOT to resort for RA, Price Bids and Price-Impacts, if any, already submitted by Bidder and available with BHEL, shall be opened, as detailed under Point 4.3 above.**

Annexure-A

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 4 of 5)

6. Terms & Conditions of Reverse Auction:

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 noncompliance 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.

Annexure-A

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)
(Page No. 5 of 5)

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.

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Certificate by Chartered Accountant

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

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

1. **For Manufacturing Enterprises: Investment in plant and machinery** (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.5.0.1722(E) dated October 5, 2006:
Rs.Lacs
2. **For Service Enterprises: Investment in equipment** (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.Lacs

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

TERMS AND CONDITIONS OF ENQUIRY

01. OFFER

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

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

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

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

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

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

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

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

GUARANTEE:

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

CENVAT CREDIT:

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

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

IMPORTANT NOTE:

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