



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

Bhel Bhawan , Plot No. Dj-9/1 , Secotr li , Salt Lake City , Kolkata

WEST BENGAL, INDIA

Phone : 033-2321 1690 FAX : 033-2321 1960

Tender Enquiry

SUB: TENDER DOCUMENT FOR SUPPLY OF CHEMICALS (AMMONIA SOLUTION & HYDRAZINE HYDRATE) AT BHEL:PSER's MUZAFFARPUR SITE (BIHAR)

Dear Sirs,

Sealed offers are invited by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED for the subject job. Please find enclosed tender documents as per following details:

Tender document no: **PSER:PUR:PMX:251(VI):037 Date 24/06/14** Comprising of following :

SALIENT DETAILS OF NIT		
SL	ISSUE	DESCRIPTION
1.0	JOB DESCRIPTION	SUPPLY OF CHEMICALS (AMMONIA SOLUTION & HYDRAZINE HYDRATE) AT BHEL:PSER's MUZAFFARPUR SITE (BIHAR)
2.0	TENDER NO	PSER:PUR:PMX:251(VI):037 Date 24/06/14
3.0	DETAILS OF TENDER DOCUMENT	
3.1	PART - A	PRE-QUALIFICATION CRITERIA
3.2	PART - B	General conditions of contract (GCC)
3.3	PART- C	Technical Specification & Special Condition of Contract (SCC)
3.4	PART -D	PRICE SCHEDULE
3.5	PART -E	NO DEVIATION CERTIFICATE
3.6	PART - F	RTGS FORMAT (Need to submit the filled one along with Techno-commercial bid for any PAYMENT)
4.0	EMD AMOUNT	20,000.00 (Twenty Thousand)
5.0	COST OF TENDER	NIL
6.0	TENDER DUE DATE	Last date of submission of offer is 15/07/14 (16-00 Hrs).Techno-commercial bid shall be opened on 15/07/14 at 16:30 Hrs

1. Earnest Monet Deposit (EMD) of Rs.20,000=00 either in cash deposited at BHEL office Cash section and receipt enclosed or in the form of crossed Demand Draft / Pay Order (in favour of Bharat Heavy Electricals Limited, payable at Kolkata), shall be enclosed by the bidder along with the offer, failing which the tender is liable for rejection.

One time EMD for Rs. 2,00,000.00 (Rupees Two Lakh only) will also be valid for all such jobs. Bidders who have deposited one time EMD of Rs. 2.00 lakh with BHEL:PSER for such job (evidence of deposit must be submitted) will be exempted from submission of EMD with this tender. The followings may be noted:

In case the bidder deposits separate EMD as mentioned above, there will be no change in existing clauses of this tender.

EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after successful execution of the job or submission of Security deposit (if applicable).

2. The offers shall be sent in sealed envelopes in the manner prescribed below :

Complete set of offer shall be sent to BHEL, PSER, Kolkata as per address given below as per following details. In case of voluminous document the tender may be submitted in properly bounded form.

Sl no	Description	No of copy
I. COVER-I (TECHNO-COMMERCIAL BID) – in sealed envelope		
I.a	Offer forwarding/covering letter.	Original & 1 copy.
I.b	Duly filled-in 'No deviation certificate' as per prescribed format (PART-F) to be placed after document under sl no I.a above. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no I.a above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.	Original & 1 copy.
I.c	Techno-commercial offer enclosing supporting documents meeting Pre Qualifying Criteria / annexures / schedules/ drawing /BOM etc as required in line with prescribed format.It shall be specifically noted that all documents as per above shall be indexed properly.	Original & 1 copy.
I.d	All volumes of tender document pertinent for the subject job including NIT together with subsequent changes in the tender in the form of TCN, correspondences etc, signed on all pages.	1 copy.
I.e	PART- E (Price Schedule)– un-priced but mentioning only ' quoted/unquoted ' against each item of schedule.	1 copy.
I.f	Any other details preferred by bidder with proper indexing.	Original & 1 copy.
II. COVER-II (PRICE BID/ABSOLUTE VALUE)		
II.a	Copy of offer forwarding/ covering letter (as referred in I.a).	1 copy.
II.b	Duly filled-in PART- E (Price Schedule) together with signed preamble in separate sealed envelope.	Original.
III. COVER-III (EMD).		
Demand Draft etc towards EMD as per instruction.		
IV. COVER-IV.		
All four aforesaid covers in sealed condition shall be enclosed in this cover. This cover shall be super-scribed with (i) Cover no; (ii) Details of enclosed covers and (ii) Name of the job, tender document no. & due date of submission. ALONG WITH NAME & COMPLETE ADDRESS (FAX NO. CONTACT NOS) OF BIDDER and should be addressed to Dy. Manager / PUR, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.		

SPECIAL NOTE:

Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.

All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

3. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof.

4. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
5. You are free to visit the site and study the prevailing site condition including law & order etc. before quoting.
6. For any clarification on the tender document, you may seek the same in writing from the office of the undersigned. Such letters should reach the office of the under signed positively by **04/07/14**
7. BHEL may decide holding pre-bid conference (PBC) with any/ all the intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
8. In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc or requirements of different codes / standards, specified, the same to be brought to the knowledge of BHEL by you in writing for such clarifications before you submit your bid; otherwise, more stringent requirements as may be interpreted by BHEL shall prevail and shall be binding on you.
9. Price bids of those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids / pre-qualifying criteria and as considered suitable by BHEL.
10. While BHEL reserves the right to open the price bid of the offers in camera, the date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
12. Entry tax (if applicable) shall be born by BHEL.
13. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
14. Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.
15. The bidder may have to produce original document for verification if so decided by BHEL.
16. "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com".
17. Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.
18. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender .is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. "

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

19. Supplier shall furnish specific conformance to all material specifications and terms and conditions (General and Special) mentioned hereunder as well as appearing in Annexures enclosed as acceptable to them along with their offer. **Offers with deviation are liable for rejection.**
20. Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- i) Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
 - ii) Notice Inviting Tender (NIT)
 - iii) Price SCHEDULE – (Part-D)
 - iv) Technical Specification & Special Condition of Contract (SCC) – (Part-C)
 - v) General Conditions of Contract (GCC) — (Part-B)

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc shall be published in this web page only. As such, all the bidders are requested to be in continuous touch with this web page.

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LTD

Dy. Manager Engineer (Purchase)

PART – A**PRE-QUALIFICATION CRITERIA**

1. THE BIDDER SHOULD HAVE SUPPLIED FOLLOWING ITEMS WITH MINIMUM QUANTITY AS SPECIFIED BELOW, TO ANY GOVT/PSU/REPUTED ORGANISATION(S) IN LAST THREE YEARS ENDING ON LAST DATE OF BID SUBMISSION.

SL. NO.	CHEMICAL NAME	QUANTITY
1.0	AMMONIA SOLUTION	420 LTR
2.0	HYDRAZINE HYDRATE	1080 KGS

RELEVANT DOCCUMENTS TO BE SUBMITTED IN SUPPORT OF THE ABOVE

2. BIDDER SHOULD HAVE AN AVERAGE ANNUAL FINANCIAL TURNOVER OF Rs.2,42,700/- DURING THE LAST THREE YEARS, ENDING on 31ST MARCH'13 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.

IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST ABOVE 3 (THREE) YEARS, WILL BE AVERAGED FOR 3 (THREE) YEARS.

3. INDIAN BIDDER OR INDIAN COUNTER PART OF FOREIGN BIDDERS SHOULD FURNISH PAN (PERMANENT ACCOUNT NO.).

NOTE:-

1. THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIAN CAN ONLY PARTICIPATE IN THE TENDER.
2. BIDDERS QUOTING IN INDIAN CURRENCY (INR) ONLY SHALL BE QUALIFIED.

PART - B**GENERAL TERMS & CONDITIONS**

1. **100% payment within 30 days of submission on invoices accompanied with receipted challan after receipt of materials at destination.**
2. All taxes and duties e.g. ED, VAT/CST, and any other levies shall be quoted separately, as per percentage of Basic Price.
3. Where there is provision for payment of VAT/CST extra it will be paid only if registration number under State VAT /Central Sales Tax is mentioned on the bill/invoice.
4. The supplier will insure at his cost the goods for all transit risk.
5. Our Bankers are STATE BANK OF INDIA, COMMERCIAL BRANCH, SALT LAKE, KOLKATA / IDBI BANK, PARK STREET BRANCH, KOLKATA. Bank Charges, if any, will have to be borne by the supplier.
6. Correct date of effecting supplies in the event of an order should also be recorded in the quotation.
7. Failure to despatch in time as per terms of delivery quoted in the order would make the supplier liable to an unconditional penalty of ½% of the value of goods ordered in arrears per week, at the discretion of the purchaser subject to maximum of 10% of order value. Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.
8. The equipment supplied shall be guaranteed for satisfactory performance for a period of eighteen months from the date of despatch or 12 months from the date of commissioning whichever ever is earlier, as per applicability.
9. The order may be split among the suppliers as per BHEL discretion.
10. Acceptance of all goods will be subject to our inspection either at the suppliers' works or on receipt at destination.
11. Material should be of standard quality and conforming to our specification / relevant I.S. or B.S. Materials not conforming to those shall be rejected and returned to the suppliers at suppliers risk and cost.
12. Manufacturer's name, their trade mark and brand, if any should be mentioned illustrative leaflets giving technical particulars etc. should be attached.
13. Sample must be submitted where specified so as to reach us on or before the due date of enquiry.
14. No enhancement of rate for whatever cause will be allowed once the quotation is accepted and the order is placed. Withdrawal the quotation after it is accepted or failure to make the supply within the schedule period will entail cancellation of the order and forfeiture of earnest money if any and/or risk purchase and such defaulter is to be blacklisted.
15. The successful party should, if required by us in case the party is not included in the DGS & D list of rate contract holder furnish a security deposit or bank guarantee from the approved bank for an amount of 10% of the total value of the order for satisfactory execution of the same in accordance with the terms and conditions and delivery specified in the order.
16. The quantity of each item to be purchased may vary according to actual requirement at the time of placing order.
17. Any dispute arising out of this shall be referred to the sole arbitration of BHEL/PSER or any other officer nominated by the office and is award shall be final & binding on the parties. The venue of the arbitration in all cases shall be in Calcutta.

18. BHEL does not bind itself to accept the lowest or any quotation but reserve the right to accept or reject all or a part of any quotation at its discretion.
19. All suits in respect of this shall lie in the courts in Kolkata only.
20. A list of parties to whom similar goods have been supplied by party in the past with relevant particulars and performances shall be furnished with offer.
21. Valid authorised dealership certificate shall be furnished with offer.
22. Supplier shall maintain and ensure necessary safety measures as required for inspection & test H.V. Tests, Pneumatic Test, Hydraulic test, Spring Test, Bend Test etc. to enable inspection Agency for performing inspection. If any test equipment found not complying with proper safety requirements then the inspection Agency may withheld inspection till time desired safety requirements are met.
23. MSDS (Material Safety Data Sheet) for Chemicals have to be furnished along with supply of material.
24. Form 10 Transport Emergency (TREM) Card to be submitted and also ensure the TREM Card to be made available with the driver while transporting the material.

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PART – C

SPECIAL TERMS & CONDITIONS (SCC)

These special conditions shall be read along with general terms & conditions (PART-B). In case of any conflict or inconsistency between the general and these special conditions, the provisions in the latter shall prevail and shall be binding on the vendor.

1. The material will be tested at supplier's works before despatch. However, the concentration of all chemicals shall again be verified at site in presence of bidder's representative. **The bidder shall make good the chemicals found to be lower in concentration or short in quantity as compared to the desired concentration within a period of five days failing which BHEL reserves the right to procure the same at vendors risk & cost.**
2. Test certificate, guarantee certificate to be furnished along with the supply. Bidders to indicate shelf life of the chemical.
3. Transit insurance charge is to be borne by BHEL. BHEL shall arrange comprehensive MCE insurance policy. The vendor shall be responsible for timely intimation of dispatch particulars to the underwriter and BHEL, failing which the vendor shall be held responsible for the, loss/damage/theft/ of materials during transit. Vendor shall intimate dispatch particulars to the underwriter at the following address before dispatch of the material with copy to BHEL Site as mentioned below:-

M/s UNITED INDIA INSURANCE CO.LTD., D-24, E 25, 2ND FLOOR, HIMALAYA HOUSE, KG MARG, NEW DELHI-110 001, MARINE POLICY : 500300/21/11/02/00000049, PH:-011-23324759, 23314657, E-mail : corpcelldel@uiic.co.in; rgeetha@uiic.co.in
4. Delivery period: Despatch is to be made on written confirmation and against Material Despatch Clearance Certificate (MDCC) from **BHEL-PMX/ SITE. Supply of the chemicals at site is to be completed within 15 days from the date of issue of MDCC by PMX/Site.**
5. **CONSIGNEE: The Consignee for the items will be:** "Construction Manager, BHEL site office, 2x195 MW KBUNL Muzaffarpur Thermal Power Project (Stage-II), Muzaffarpur, Bihar - 843130"
6. **CENVATABLE ED:** Bidder to consider the benefit of CENVAT in their quoted basic price. BHEL is eligible to take CENVAT Credit as per CENVAT Credit Rule. Bidders eligible to issue Excise Invoice to BHEL for any materials either as manufacturers, first stage or second stage dealer under the Central Excise Act, Rules etc. must furnish the CENVATABLE ED amount as mentioned in price schedule. CENVATABLE ED amount which can be passed on to BHEL by the bidder will not be considered for evaluation of the offer.

7. DISCOUNTS: Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.
8. Details of payment terms: 100% Payment shall be made after receipt & acceptance of material at site and within 30 days on submission of invoice along with material receipted challan. No advance payment shall be made. For payment vendor shall submit bill along with receipted delivery challan to Purchase Dept, BHEL:PSER, KOLKATA. Paying Authority : AGM/FIN, BHEL-PSER, KOLKATA
9. The quotation should be **valid at least for a period of 90 days** from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.
10. Order shall remain valid for execution within three months of the P.O. date. Price shall remain firm till the completion supply of full ordered quantity.
11. Security Deposit is not applicable for this tender
12. Materials found defective at the time of delivery shall be replaced by the supplier at free of cost.
13. Penalty @ ½ % of order value per week of delay or part thereof at the discretion of purchaser, subject to a maximum of 10% of the order value shall be applicable. Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.
14. For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.
15. Order acceptance shall be confirmed within three days of issue of order. Non-receipt of the same within the time shall be construed as order has been accepted in to-to by the successful vendor.
16. Octroi /Entry taxes, if applicable shall be paid by BHEL separately.

PART – C

Technical Specification

Sl. No.	ITEM DESCRIPTION	QUANTITY	DESTINATION
1	Ammonia solution (20% Min as NH ₃ , sp gr: ~ 0.91) as per IS 799 / 1990	1400 LTR	BHEL site office, 2x195 MW KBUNL Muzaffarpur Thermal Power Project (Stage-II), Muzaffarpur, Bihar - 843130
4	HYDRAZINE HYDRATE (80% Min. conc.), as per BIS12086/1991 Relative density at 20 deg C:1.05 Ammonia content : 0.3% w/w (max).	3600 KGS	

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PART – D
PRICE FORMAT

Sl. No.	ITEM DESCRIPTION	QUANTITY	UNIT BASIC PRICE (Rs.)	TOTAL AMOUNT (Rs.)
a	AMMONIA SOLUTION	1400 LTR		
b	HYDRAZINE HYDRATE	3600 KGS		
1)	TOTAL BASIC MATERIAL COST (Rs.)			
2)	Excise Duty, Item sl. no. (a) Item sl. no. (b)			
3)	Sales Tax/Vat Without "FORM-C", % & Amount			
4)	Packing & Forwarding			
5)	Transportation Charges			
6)	Other charges, if any (p. specify)			
7)	All inclusive Total F.O.R. site Price i.e. (sum of sl. No.1 to sl. No. 6)			
8)	CENVATABLE ED amount (Rs)			
9)	Net CENVAT total F.O.R. site Price = (All inclusive Total F.O.R. site price - CENVATABLE ED) i.e. (Sl. No.7 – Sl. No.8)			

- CENVATABLE ED amount which can be passed on to BHEL by the bidder will not be considered for evaluation of the offer. (Ref. Cl. No. 6, SCC).
- Discounts offer by the vendor in price shall not be entertained by BHEL. (ref. cl. 7, SCC).
- Bidder should mention CENVATABLE ED amount as indicated above otherwise construed it will be NIL and/or CENVAT benefit cannot be passed on to BHEL by the bidder.
- Bidder must quote the price elements mentioned in price schedule if any element left blank shall be construed as the price is included in all inclusive F.O.R. price.
- Bidder must quote all the items. Net CENVAT F.O.R. Site Price (sl. no.9) in totality as above shall be taken into account for evaluation. No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
- Purchase order shall be issued in totality (sl. no.7 as above) on all inclusive F.O.R. Site price. Original excise invoice shall be submitted by the bidder to claim CENVATABLE ED amount.

Signature of the bidder with seal

UNPRICED PRICE FORMAT
UNPRICED - INDICATE ONLY QUOTED/UNQUOTED AS APPLICABLE

Sl. No.	ITEM DESCRIPTION	QUANTITY	UNIT BASIC PRICE (Rs.)	TOTAL AMOUNT (Rs.)
a	AMMONIA SOLUTION	1400 LTR		
b	HYDRAZINE HYDRATE	3600 KGS		
1)	TOTAL BASIC MATERIAL COST (Rs.)			
2)	Excise Duty, Item sl. no. (a) Item sl. no. (b)			
3)	Sales Tax/Vat Without "FORM-C", % & Amount			
4)	Packing & Forwarding			
5)	Transportation Charges			
6)	Other charges, if any (p. specify)			
7)	All inclusive Total F.O.R. site Price i.e. (sum of sl. No.1 to sl. No. 6)			
8)	CENVATABLE ED amount (Rs)			
9)	Net CENVAT total F.O.R. site Price = (All inclusive Total F.O.R. site price - CENVATABLE ED) i.e. (Sl. No.7 – Sl. No.8)			

- CENVATABLE ED amount which can be passed on to BHEL by the bidder will not be considered for evaluation of the offer. (Ref. Cl. No. 6, SCC).
- Discounts offer by the vendor in price shall not be entertained by BHEL. (ref. cl. 7, SCC).
- Bidder should mention CENVATABLE ED amount as indicated above otherwise construed it will be NIL and/or CENVAT benefit cannot be passed on to BHEL by the bidder.
- Bidder must quote the price elements mentioned in price schedule if any element left blank shall be construed as the price is included in all inclusive F.O.R. price.
- Bidder must quote all the items. Net CENVAT F.O.R. Site Price (sl. no.9) in totality of all the items as above shall be taken into account for evaluation. No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
- Purchase order shall be issued in totality (sl. no. 7 as above) on all inclusive F.O.R. Site price. Original excise invoice shall be submitted by the bidder to claim CENVATABLE ED amount.

Signature of the bidder with seal

PART – E

TO
Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR- II
SALT LAKE CITY KOLKATA – 700 091
FAX – 033-2321-1960

Sub: NO DEVIATION CERTIFICATE

Dear Sir,

With reference to above tender, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same

It is also confirmed that the price has been quoted in the format received with the enquiry.

We confirm that, we do not have any objections to splitting the quantity among the different bidders by BHEL and price shall remain firm till the completion supply of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

(Signature of bidder)
with Seal

Part -F

(RTGS FORMAT – NEED TO BE SUBMITTED ALONG WITH OFFER . THE SAME IS REQUIRED FOR ANY PAYMENT BY BHEL INCLUDING REFUND OF EMD ETC.)

Form for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

**SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL**

**CONFIRMATION BY BANKER
WITH OFFICE SEAL**

Note : Incorrect information will create accounting complications and payment will be delayed

Annexure – A

1	Suspension of business dealing with Suppliers Depending upon the gravity of the omission or commission by the Supplier, the Supplier may be either put on hold for future enquiries for specific material category/ item or delisted or banned as detailed hereinafter.
2.0	Hold A Supplier may be put on hold for future enquiries for specific material category/ items/ works for a specific unit on the basis of one or more of the following reasons:
2.1	Before placement of order, Supplier does not honour his own offer or any of its conditions within the validity period.
2.2	In the last three consecutive supplies of a specific material category, average quality rating as at the end of the previous calendar month falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.
2.3	Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is reached/ exceeded or b) delay period has equaled/ exceeded the original delivery period specified in the contracts whichever among the above is earlier.
2.4	Supplier performance rating in line with SEARP falls below 60% of the specific material category.
2.5	Supplier fails to respond against three consecutive tenders. ('Regret letter' from the Supplier is to be considered as response)
2.6	Supplier fails to settle any outstanding on account of material (including short return)/ scrap or on any other account.
2.7	Supplier works are under strike/ lockout for a period of more than six months.
3.0	De-listing A Supplier may be de-listed i.e. removed from the list of registered Suppliers of a Unit for all categories of material on the basis of one or more of the following reasons:
3.1	Supplier in any way tampers with tendering procedure affecting ordering process.
3.2	Supplier has misused BHEL documents/ drawings or has breached the confidentiality agreement with BHEL.
3.3	After placement of order, Supplier fails to execute the contract.
4.0	Banning A Supplier can be banned from doing any business with all Units of BHEL on the basis of receipt of evidence of one or more of the following reasons:
4.1	Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or has resorted to unethical, illegal means in getting the contract.
4.2	In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.
4.3	Supplier is found to be involved in cartel formation or in any act so as to influence the bidding process or influence the price.
4.4	The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc.
4.5	The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
4.6	The Supplier is declared bankrupt, insolvent, has wound up or been dissolved; i.e. ceases to exist for all practical purposes.
4.7	Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.
4.8	A decision has been taken by the administrative ministry of the Government to ban business dealings with a Supplier and such decision has been communicated to BHEL.
4.9	The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect.
4.10	Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
5.0	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
6.0	All existing contracts with a 'BANNED' contractor shall normally be short closed
7.0	Once the order for banning is passed, existing offers/ new offers of the Supplier shall not be entertained.
8.0	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

Annexure -B**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 per the latest audited financial year 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.S.O.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

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04,11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant
