

PROCESSFLOW OF OPEN TENDER

| Module | Steps | Remarks |
|---------------------------------------|--|---------|
| Supplier Registration | <p>Supplier visits EPS at https://bheleps.buyjunction.in. Clicks "NEW SUPPLIER" button for registration. Fills up the Registration form.</p> <p><u>REGISTERED SUPPLIERS :</u></p> <p>For registered suppliers, they can select the ENLISTED option & complete their registration with their existing vendor code.</p> <p><u>UNREGISTERED SUPPLIERS :</u></p> <p>For un-registered suppliers, they can select the INTERESTED option & complete their registration with their preferred Login Code.</p> | |
| Authentication of registration | <p>Supplier maps their digital certificate at the time of registration.</p> <p>Mjunction will ensure Authentication of vendor registration as PAN BHEL basis.</p> <p>Supplier will login using his/her login ID & password</p> <p>View the RFQs under OPEN TENDER section</p> <p>Suppliers will show their INTEREST to participate</p> <p>Respond to RFQ</p> | |
| Bid Submission | <p>Upload details of TENDER FEE & EMD with the valid document proof (as attachment)</p> <p>Uploads Pre-qualification docs, Fills Techno-commercial & Price template</p> <p>Submits Quotation</p> | |

Part I Opening & Evaluation

2. Registration of Suppliers and Flow.

unregistered Supplier: Supplier visits EPS at <https://bheleps.buyjunction.in>

- a. Supplier visits EPS at <https://bheleps.buyjunction.in>
- b. Clicks "REGISTER" for registration
- c. Fills up the Registration Page form
- d. MJ will ensure Authentication of Registration ¹
- e. Supplier logs in with the ID and password
- f. Supplier Maps the signing Certificate
- g. MJ will ensure the authentication the signing certificate ¹.
- h. Supplier Logs in to the system again and views the RFQ
- i. Supplier Attaches himself to the RFQ by clicking the Interested button
- j. Supplier fills the bid template and makes necessary attachments
- k. Supplier submits his bid by clicking CONFIRM.

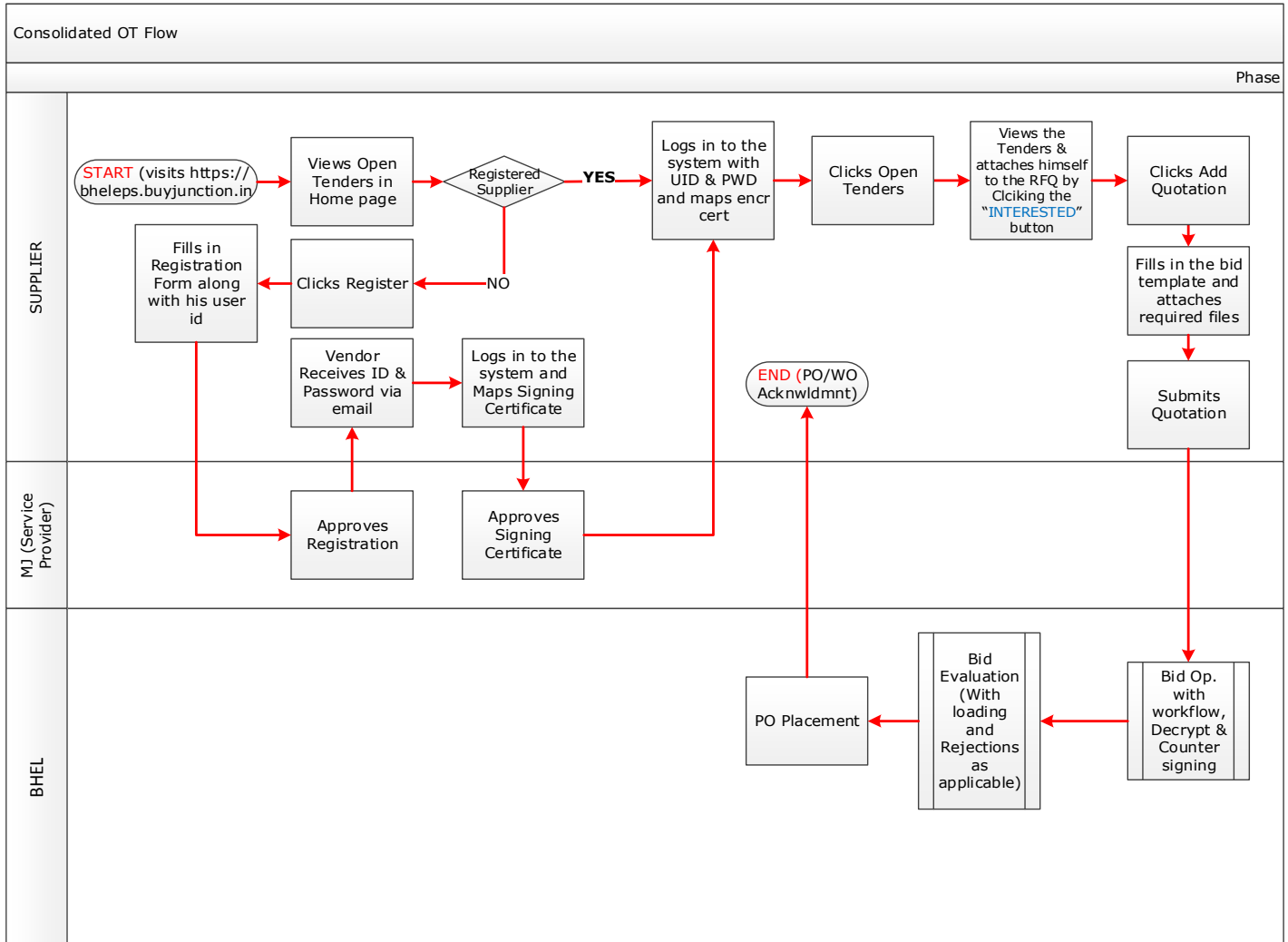
NB:-

¹ -- BHEL Administrator or user will have no role for approving Registration and Open Tenders and DSC for Any supplier who has registered himself from the front END which is in case of OT.

- **For registered Supplier:**

- Supplier visits EPS home page
- Supplier signs in with his/her user id and password
- Selects the RFQ Code and views it.
- Attaches himself to the RFQ by clicking the Interested button
- Supplier fills the bid template and makes necessary attachments
- Supplier submits his bid by clicking CONFIRM.

12. Consolidated Flow Diagram of OT process



13. Requirement of Regions

As suggested by PSER

- All the tenders will be 2 part tenders. Where Pre-qualification & Techno-commercial will come under PART I & Price will come under PART II.
- While creating RFQ, Buyer will upload the Pre-qualification, Techno-commercial & Price bid Formats their own format. i.e Xls mechanism is preferred over template based mechanism in regions.
- Tender Fee & EMD value will be mentioned by the RFQ Owner during the RFQ creation.

General Terms and Conditions for e-procurement:

Quotations through e-procurement mode only are invited for the items mentioned in the enquiry. Offers will be evaluated online through e-Procurement System only. Bidders shall submit their response online only on e-Procurement platform at <https://bheleps.buyjunction.in>.

NOTES:

- 1. OFFERS RECEIVED THROUGH E-PROCUREMENT MODE SHALL ONLY BE CONSIDERED.**
- 2. NO OTHER MODE OF OFFER SUBMISSION ACCEPTABLE.**
- 3. OFFERS RECEIVED THROUGH ANY OTHER MODE WILL NOT BE CONSIDERED.**

Foreign and indigenous vendors participating through open tenders/limited tender (Through E-procurement system) will necessarily have to buy Class-III digital certificates (DSCs) issued by certifying agencies in India.

Procedure of obtaining DSCs can be down loaded from Important Links on link http://www.bhel.com/tender/tender_home.php or may be obtain from concern executive through email request.

Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal only. However this tender may be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk mjunction Services Ltd. at 033-6601 1717 or BHEL representative. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

Please refer attached PROCESS FLOW for submitting offer through e-procurement system. This document is for reference purpose only and shall not be submitted by vendor along with their offer.

1. Bid submission time: up to 02:00 PM of the due date of opening
2. Bid opening time: 03:00 PM on the same day.

Annexure-A

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

(Page No. 1 of 4)

1. This Tender is floated on TWO–BID System.
 - A. 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
 - B 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:

a. 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).

b. 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 |

c. Shall contain Point-wise confirmation for all Enquiry Clause Nos., TDC Clause Nos., and other attachments, if any.

d. 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.

e. Any request for modification / change of Technical / Commercial points shall be entertained only before they are frozen.

B. Price Bid:

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

| Enq. Sl. No. | BHEL Matl. Code / Description of Material. | Quantity with Unit Name | Unit Rate Rs. | Total Price Rs. |
|--------------|--|-------------------------|---------------|-----------------|
| | | | | |

b. Wherever required / possible, Break-up-Price details are to be furnished.

c. 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 4)

3. Details for submitting the Offer:

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

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

B. Cover No.2 -- Price Bid:

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

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

- a. Put Cover No. 1 and 2 inside Cover No.3 and seal it.
- b. Mark Cover No. 3, with Tender No., Tender Date, Tender Due date, Address of Tenderer.
- c. Address the Cover No.3, to ::
Purchase Executive,
BHEL/SSTP,
Tiruchirapalli-620014, INDIA.

4. Tender Opening:

- A. On the Tender Due Date, Technical and Un-Priced Commercial Bid (Ref: 1.A.a. and 3.A. 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.
- B. Clarifications / Confirmations, if any, required by BHEL for Technical / Commercial evaluation, shall be sought from Bidders before opening the Price Bid.
- C. 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:

- A. Incomplete Offers shall be liable for rejection.
- B. 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 4)

C. 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).

D. Validity of Offer: Offer shall be kept valid for acceptance for a period of 90 days (ninety days) from the date of opening of the Technical & Un-Priced Bid.

E. Terms of Payment: Refer annexure B.

F. Liquidated Damages, Risk Purchase and Warranty: Refer annexure B

G. Evaluation of the Offers shall be on the basis of 'To-Door Cost at SSTP' (NET Cash outflow to BHEL)

H. "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 are 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."

I. **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 above.**

J. **Information and General Terms and Conditions governing RA, are detailed below**

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).

Annexure-A

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

(Page No. 4 of 4)

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.
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 (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

.....oo0oo.....

Annexure – B.
LOADING CRITERIA FOR DEVIATIONS

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

IMPORTANT NOTE TO SUPPLIERS:

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

Any deviation in the above payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of Techno-commercial bid opening) + 6% will be loaded for the period of relaxation sought by bidders.

| | |
|-----------------------------|---|
| Payment through bank | Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of Goods to Site/Stores with Consignee copy attached. In this case Loading will be 3% on the offered value. |
| | Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection. |

Liquidated Damages / Penalty

- a. Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.
- b. For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.
- c. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).

Guarantee / Warranty Period

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

Performance Bank Guarantee(if applicable)

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

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

Annexure – C.
Commercial Conditions

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

| Sl. No. | Commercial Terms | Accepted | If Not accepted, give details |
|---------|--|----------|-------------------------------|
| C 1. | <u>Delivery Terms</u> : Free delivery at BHEL/SSTP Stores. (including Packing, Forwarding, Freight and Insurance charges) | | |
| C 2. | <u>Payment term</u> : 100% direct payment after 45 days from the date of receipt and acceptance of materials | | |
| C 3. | Liquidated damages @ ½% per week subject to maximum of 10% of the order value shall be applicable for delay in deliveries | | |
| C 4. | <u>Delivery</u> : <u>indicate no. of weeks</u> | | |
| C 5. | <u>Validity of Offer</u> - 90 Days from the Date of Tender Opening. | | |
| C 6. | <u>Guarantee certificate</u> : shall cover total period of 18 months from date of dispatch or 12 months from the date of actual usage of the material whichever is earlier | | |
| C 7. | Acceptance Of Terms & Conditions | | |
| C 8. | <u>Erection and Commissioning (if applicable)</u> :Erection / commissioning charges if any has to be mentioned in the offer or else it will be assumed that Erection/ commissioning will be done at free of cost | | |
| C 9. | Acceptance for the REVERSE AUCTION (if BHEL decides to go in for reverse auction auction) | | |

| | | |
|-------|---|-----------|
| C 10. | a. Excise Duty Tariff Heading | |
| | b. Excise Duty (%) | |
| C 11. | a. TVNAT (%) | |
| | b. CST (%) | |
| | Other Cost (if any) - % (or) Rs. | |
| C 12. | If Micro/Small/Medium Industry , please furnish a copy of MSM Certificate & Latest CA certificate | MSM No. : |

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

KINDLY PROVIDE FOLLOWING INFORMATION, IN CASE OF REVERSE AUCTION TO BE CONDUCTED

NAME OF THE PERSON:

MOBILE NO. :

LANDLINE NO. :

FAX NO. :

EMAIL ID :

| | |
|---------------------|------|
| Signature with Date | Seal |
| | |

Annexure - D

SCHEDULE OF TECHNICAL DEVIATION

TENDER ENQUIRY NO. _____ DTD. _____

The following are the deviations/ variations exception from the Technical Specifications:

| SL.NO. | CLAUSE NO. OF GENERAL TERMS AND CONDITIONS | STATEMENT OF DEVIATION |
|--------|--|------------------------|
| | | |

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Technical Specifications, If there is NIL deviation, even then the format to be filled as NIL DEVIATION.

Note: Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

All deviations must be mentioned in this format only. Deviation(s) to terms mentioned elsewhere will not be considered.

Signature of the authorised representative of

Place:

Date:

Bidder's name:.....

Designation:.....

Company Seal:.....

Annexure - E
SCHEDULE OF COMMERCIAL DEVIATION

TENDER ENQUIRY NO. _____ DTD. _____

The following are the deviations/ variations exception from General Terms and Conditions:

| SL.NO. | CLAUSE NO. OF GENERAL TERMS AND CONDITIONS | STATEMENT OF DEVIATION |
|--------|--|------------------------|
| | | |

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.

If there is NIL deviation, even then the format to be filled as NIL DEVIATION.

Note : Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

Signature of the authorised representative of

Place:

Date:

Bidder's name:.....

Designation:.....

Company Seal:.....

Annexure - F

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 forMicro / 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 S.O. 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

TERMS AND CONDITIONS OF ENQUIRY

1.0 OFFER

1.1 Each Tender shall be sent in double cover. Inner cover shall be sealed with Tenderer's distinctive seal and super scribed with correct Enquiry No. 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 or 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.

1.2 Tenders shall be free from CORRECTION AND ERASURES Corrections. If any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between the amount quoted in words and figures, amount quoted in words shall prevail.

1.3 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.

1.4 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.

1.5 No voluntary revision of prices will be entertained after opening the Tender(s).

1.6 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.

1.7 Products with I.S.I. Certification Marks will be preferred.

1.8 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.

1.9 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.

1.10 BHEL reserves the right to increase or decrease the Tender Quantity and split the Tender Quantity among more than one Tenderer and place Orders accordingly in proportion, based on commitment, requirement and Supplier's capability in terms of delivery and quality.

1.11 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.

1.12 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.

1.13 BHEL reserves the right to negotiate the L-1 Rate.

1.14 BHEL may order more than one Vendor at the lowest acceptable Rate.

2.0 **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.

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

4.0 **TERMS OF PAYMENT:** 100% Payment will be made after 45 days of receipt & acceptance of materials at BHEL. Wherever required by the Purchaser, the successful Tenderer must send the Operation and maintenance Manual(s), Test Certificate(s), Drawing(s) etc., for the materials ordered, along with the materials and a 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 dispatched either by V.P.P. or routing the documents through Bank, will not be accepted unless agreed to by the Purchaser.

5.0 **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 order value , per week of

delay, subject to a maximum of 10% (Ten Percent) or part thereof, will be levied without prejudice to any other relief for compensation due to the Purchaser under any other conditions of the Contract.

6.0 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 dispatch within the time stipulated as aforesaid or if the same were not available the best and nearest available substitute thereof. The Seller shall be liable for any loss, which the Purchaser may sustain by reason of such Risk Purchase(s), in addition to penalty at the rate mentioned in Clause No.05 above.

7.0 CENVAT CREDIT:

7.1 Please explicitly indicate the following in the Offer to enable us to avail CENVAT Credit.

7.1.2 Central Excise Chapter Heading Number, under which the goods will be cleared and Present Rate of Excise Duty.

7.2 In the event of an Order being placed, Excise Duty will be reimbursed only based on the Duplicate Copy EXCISE INVOICE (Transporters Copy), Seller shall take acknowledgement from the authorized personnel/transporter, while delivering the goods, for having handed over the above Duplicate Copy.

7.3 If the Seller is a First Stage Dealer/Second Stage Dealer/Depot/Consignment Agent/Importer/Importer-Agent, the Seller has to confirm that he will be following the procedures in terms of the provisions of Central Excise Rule s-2002 to enable BHEL to avail CENVAT Credit, under CENVAT Credit Rules-2002.

7.4 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.

8.0 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 BHELs standard Terms and Conditions shall only be applicable.

9.0 IMPORTANT NOTE:

9.1 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.

9.2 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.

10.0 Important Note to MSE Vendors:

10.1 20% of the tender quantity is earmarked for MSE suppliers in the tender.

10.2 Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be for procurement from MSE owned by SC/ST entrepreneurs.

10.3 In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

10.4 MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity five years from the date of issue with CA certificate (Format enclose) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM IIs over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission.

10.5 Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.