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SubContract and Purchase
Department.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
पावर सेक्टर, उ.क्षे.परिसर, प्लाट नं.25, सेक्टर-16ए, पोस्ट बॉक्स सं.55, नोएडा-201301,
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TENDER ENQUIRY

TENDER ENQUIRY NO.: BHEL/PSNR/SCP/CS/LMB/E- 2636 DATE: 06.02.2015

LAST DATE OF TENDER SUBMISSION & OPENING: 02.03.2015
(SUBMISSION TIME: 1400 Hrs. & OPENING TIME: 1530 Hrs.)

BHEL Power Sector, Northern Region invites sealed quotation from **MANUFACTURER/ SUPPLIER** in **two part bid system** for the under mentioned item required at **BHEL – LM Bhatinda Site, Punjab** as follow;

DESCRIPTION	QUANTITY	DELIVERY PERIOD
Design, Engineering, Manufacture, Supply, Assembly and Testing at Manufacturer's works, Inspection, Packing, Forwarding, Delivery F.O.R site and handling, storage at site (i.e. taking delivery of material from carriers, transportation to site), Fabrication (as needed), Construction, Erection, Commissioning, Trial Run, PG Testing including painting protection of all items for Mill Reject Handling System at 2x250 MW, GHTP Stage –II, Unit 3&4, Lehra Mohabbat, Bhatinda in line with Technical Specification No. PE-TS-226-160-A002 (Section – B) of Tender.	As per Technical specification No. PE-TS-226-160-A002 (Section – 'B') of Tender	<u>For Supply:</u> 6 (Six) months from the date of P.O. <u>For E&C:</u> 9 (Nine) months from the date of P.O.

Note: 1. For detailed tender enquiry, please visit BHEL web site www.bhel.com.

2. All Corrigendum to this tender shall be available on BHEL Website and shall not be published in Newspapers. Bidders shall keep themselves updated with all such amendments.

SR.ENGINEER/PURCHASE

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SECTION –“A”**PRE QUALIFICATION REQUIREMENT (PQR)****(I) TECHNICAL QUALIFYING REQUIREMENT:**

Vendor should have executed plant with minimum rated capacity of 3 TPH for plants up to 300 MW and 5 TPH for plants above 300 MW.

- 1) MILL REJECT SYSTEM (PNEUMATIC TYPE) should have been successfully in use for at least one year in power plant or other industries e.g. refinery/steel/process/commercial etc. For this the supplier has to submit either of following supporting documents:
 - i) Copy of minimum one (1) performance certificate in English from end user along with copy of related Purchase Order specifying that the product is running successfully for one (1) year from date of commissioning.

OR

 - ii) Minimum one second/repeat purchase order (placed with a minimum gap of one (1) year after commissioning of first order) from same purchaser meeting the minimum pre-qualifying requirement.

OR

 - iii) Minimum three purchase orders (placed with minimum gap of one (1) year from previous purchase order) from same purchaser meeting the minimum pre-qualifying requirement.
- 2) Vendor should have designing/manufacturing capability and having testing facility (in house or outsourced).
- 3) To establish above, supplier shall submit the following for BHEL verification:-
 - a) Vendor shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/purchase order.
 - b) Minimum two (2) nos. Purchase orders shall be submitted which should not be more than ten (10) years old as on date of bid submission, for establishing continuity in business. Supplier's Experience List of offered system on the enclosed format Annexure - A.
 - c) Vendor may also qualify based on the credential of principal meeting package specific pre-qualifying requirements having technical valid collaboration/licensing agreement.
 - d) In case documents submitted for meeting PQR are in language other than English, notarized English translation shall also be submitted.
 - e) PEM registered vendors without technical limit are not required to submit the credentials to meet the PQR in case of open/global tender, however credentials may be required to be submitted for customer approval.
 - f) PEM registered vendors with technical limit are required to check PQR in case of open/global tender and will submit the credentials, if project specific PQR is more

stringent than technical limit of registration in PEM. In such case, the bidder will be evaluated based on credentials.

Experience Detail Format (Annexure A)

Sl. No	Description of Project	Brief Scope of work	P.O. Ref. No. & Date	Purchase order value (Rs)	Date of completion as per P.O.	Performance Certificate enclosed (Y/N)	Remarks

(II) FINANCIAL QUALIFYING REQUIRMENT:

1. Bidder's Average annual Turnover in last three Financial years shall be at least Rs.87.00 lakhs.
2. Bidder must have earned cash profit in any one of the last 3 Financial years.

Bidder to submit audited Balance Sheet and Profit & Loss Account of the company for last 3 Financial Years (FY) in support to Sl. No. (1) & (2) as above.

Note:

- In case annual accounts of last FY are not audited, then bidder should submit the audited annual accounts of previous three FY.
- In case audited annual accounts have not been submitted for all the three years as indicated above, then the applicable audited annual accounts as submitted by the bidder against the requisite three years will be averaged for three years.

SECTION –“B”

TECHNICAL SPECIFICATIONS

- TECHNICAL SPECIFICATIONS NO. **PE-TS-226-160-A002** (PAGE 1 TO 112) IS ATTACHED SEPARATELY WITH THE TENDER.
- BIDDER ARE REQUESTED TO GO THROUGH THE TECHNICAL SPECIFICATION IN DETAILS AND THOROUGHLY STUDIED THE REQUIREMENTS OF BHEL RELATED TO THE WORK TENDERED FOR, BEFORE SUBMITTING THEIR OFFER.

SECTION – “C”**SPECIAL CONDITIONS OF CONTRACT (SCC)****1.0 SCOPE OF WORK:**

As per Technical Specification No. PE-TS-226-160-A002 (Section – “B”) of Tender.

2.0 Price in INR should be quoted for F.O.R destination delivery at BHEL site Office, GHTP, Lehra Mohabbat, Distt. Bhatinda, Punjab – 151103.

3.0 EVALUATION CRITERIA: Tender will be evaluated based on **NET COST to BHEL** after considering CENVAT credit, as indicated in Unprice Bid & Price Bid (Section – ‘E’ & Section – ‘F’) of Tender.

4.0 TAXES AND DUTIES:**4A)**

- i. All taxes & duties other than Excise Duty & VAT shall be to Vendor’s account.**
- ii. Excise Duty & VAT shall be reimbursed against documentary evidence, as applicable limited to the amounts indicated in the break-up of prices.** These shall be directly paid by seller to the respective statutory authorities. Taxes and duties paid by seller’s sub vendors will not be reimbursed by BHEL. The statutory changes, if any, in Excise Duty & VAT w.r.t those given in the final price offer, on seller’s self-manufactured items only, shall be to BHEL/Purchaser’s account and shall be payable against documentary evidence. No other variations in taxes & duties shall be payable by BHEL.
- iii. Statutory variations mentioned above shall be applicable only for seller’s self-manufactured items and BHEL shall not bear any liability, whatsoever, on account of variations in taxes and duties on seller’s bought-out/sub-contracted items.**
- iv. No variation in customs duty, foreign exchange etc. shall be admissible. BHEL shall not bear any liability, whatsoever, on account of statutory variations in customs duty or foreign exchange.**
- v. If any equipment is manufactured/assembled at site and attracts any duty/tax imposed by any statutory authority during execution of the contract or at a later date, same shall be to the account of contractor. BHEL shall in no way be responsible for the same.**
- vi. Form ‘C’/ ‘E1’/ ‘E2’/ ‘H’/ ‘D’/ ‘CT1’ / ‘ROAD PERMIT’ shall not be provided by BHEL.**
- vii. Material at LM – Bhatinda site shall be brought by Vendor against their TIN No. only.**
- viii. Registration of Vendor with Local Sales Tax / VAT Authority in state of PUNJAB is mandatory before supply of material.**

4B) Excise duty incurred by seller/contractor on items against the dispatch constituting a sale under the order alone shall be reimbursed at actuals against requisite documentary evidence. The invoice cum excise duty gate pass (excise invoice) should contain the name of ultimate consignee as specified in the order. Hence CENVAT benefit during evaluation of price shall be considered in the following cases where;

4B1) Invoice issued by Manufacturer / first stage dealer and second stage dealer as per the provision of Rule 11 of Central Excise Rules, is also declared as duty paying document for the purpose of allowing CENVAT credit under rule 9 of CENVAT Credit Rules, 2004. It is noted that Invoice issued by registered dealer shall be prepared in triplicate and indicate at the top of the Invoice in bold capital letters as “First Stage Dealer” or “Second Stage Dealer”.

4B2) In case goods are purchased through a dealer but these are dispatched by supplier manufacturer directly to the factory of buyer. In such case, CENVAT is available to buyer if invoice is in name of dealer but name of buyer is shown as consignee. This termed as Transit Invoice where Invoice is in name of dealer with name of buyer-manufacturer as consignee.

4B3) In case goods are dispatched from the godown of First stage dealer or second stage dealer. The credit of duty on inputs or capital goods purchased from first stage dealer or second stage dealer shall be allowed only if the said dealer has maintained records indicating the fact that the inputs or capital goods were supplied from the stock on which duty was paid by manufacturer of such goods and only an amount of such duty has been indicated in the invoice issued by him. (Ref.: Circular No. 689/5/2003-CX dated 14.01.2003).

4B4) In case supplier fails to submit the requisite and appropriate CENVATABLE invoice in favor of BHEL with CENVAT credit equal to the amount offered by them in their quote, the same shall not be payable.

5.0 COMPLETION SCHEDULE:

The supply completion period shall be 6 (Six) months from the date of P.O. and for E & C the completion period shall be 9 (Nine) months from the date of P.O.

6.0 INSURANCE:

Insurance shall be in Vendor’s scope. Vendor shall have to take Comprehensive MCE (Marine cum Erection) policy.

7.0 INSPECTION:

Inspection shall be done by BHEL (or BHEL appointed Third party) as per approved Quality Plan (QP). Material Dispatch Clearance Certificate (MDCC) shall be issued by BHEL- PSNR Quality department.

8.0 PAYMENT TERMS:

8.1 For Supply Portion:

- a) 60% of Supply Ex-works Price of materials supplied, as per approved billing schedule, along with applicable 100% taxes and duties for the consignment shall be paid against billing documents on pro-rata basis. All bank charges shall be to seller/contractor’s account.
- b) 2% of Supply Ex-works Price shall be paid on successful handing over of each mill to PSPCL and signing of handing over protocol for a particular mill (there are total of 12 mills i.e. 2X12=24%).
- c) 16% of Supply Ex-works Price shall be paid on successful handing over of the complete Mill Reject System to PSPCL and signing of final Handing over protocol by PSPCL indicating closure of the corresponding Pending Point between BHEL and PSPCL.

8.2 For E&C Portion:

- a) 7% of basic E&C Price along with applicable 100% taxes and duties shall be paid on successful handing over of each mill (there are total of 12 mills i.e. $7 \times 12 = 84\%$)
- b) 16% of basic E&C Price shall be paid on successful handing over of the complete Mill Reject System and signing of final Handing over protocol by PSPCL indicating closure of the corresponding Pending Point between BHEL and PSPCL.

9.0 BILLING DOCUMENTS REQUIRED FROM VENDOR FOR THE PURPOSE OF RELEASE OF PAYMENT:**9.1. FOR SUPPLY PORTION:**

- I. The following documents are needed for Vendor's payments against Clause 8.1 (a) as above:
 - a) Supplier invoice (in original)
 - b) Copy of LR
 - c) Packing list
 - d) Warranty certificate for the goods
 - e) Original Material Dispatch Clearance Certificate (MDCC) issued by BHEL
 - f) Original SRV duly certified by BHEL site official
- II. The following documents are needed for Vendor's payments against Clause 8.1 (b) as above:
 - a) Supplier invoice
 - b) Applicable protocol, duly signed by PSPCL, indicating handover of each mill to customer.
- III. The following documents are needed for Vendor's payments against Clause 8.1 (c) as above:
 - a) Supplier invoice
 - b) Final Handing over protocol, duly signed by PSPCL, indicating closure of the corresponding Pending Point between BHEL and PSPCL on successful handing over of the complete Mill Reject System to PSPCL

9.2. FOR E & C PORTION:

- I. The following documents are needed for Vendor's payments against Clause 8.2 (a) as above:
 - a) Supplier Invoice (in original)
 - b) Applicable protocol, duly signed by PSPCL, indicating handover of each mill to customer.
- II. The following documents are needed for Vendor's payments against Clause 8.2 (b) as above:
 - a) Supplier invoice (in original)
 - b) Final Handing over protocol, duly signed by PSPCL, indicating closure of the corresponding Pending Point between BHEL and PSPCL on successful handing over of the complete Mill Reject System to PSPCL.

10.0 PAYMENT AUTHORITY:

Construction Manager, BHEL site Office,
GHTP, Lehra Mohabbat, Distt. Bhatinda, Punjab - 151103

11.0 VALIDITY OF OFFER:

Offer shall remain valid for **90 DAYS** from the Date of Techno-commercial (Part – I) bid opening.

12.0 DELIVERY MODE:

The delivery mode shall be road, rail or any other suitable means on freight Pre-Paid basis.

13.0 GUARANTEE PERIOD:

Guarantee period for the system shall be 12 months from the date of signing of final Handing over protocol by PSPCL indicating closure of the corresponding Pending Point between BHEL and PSPCL.

14.0 CONSTRUCTION POWER:

Free construction power shall be supplied to the vendor at a single point. Further distribution shall be arranged by vendor.

15.0 CONSTRUCTION WATER:

Vendor shall arrange for supply of construction water on his own.

16.0 CONSIGNEE:

Construction Manager, BHEL site Office,
GHTP, Lehra Mohabbat,
Distt. Bhatinda, Punjab - 151103

17.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender, as per **Section-‘A’**, in order to be qualified.

18.0 EARNEST MONEY DEPOSIT (EMD):

Tender must be accompanied by the Earnest Money Deposit (EMD) of **Rs. 2,00,000.00 (Rupees Two Lakh Only)** along with the offer in full. Details are as per **clause 9.0** of Instruction to Bidders of GCC (Section – ‘D’).

19.0 PERFORMANCE BANK GUARANTEE

The successful tenderer shall submit Performance bank guarantee as per **clause 10.0** of General Commercial terms & conditions of GCC (Section – ‘D’)

20.0 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:

- a) Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b) Price Schedule
- c) Technical Specifications
- d) Special Conditions of Contract (SCC)
- e) General Conditions of Contract (GCC)

SECTION – “D”

**GENERAL CONDITIONS OF CONTRACTS
(GCC)**

1. INSTRUCTIONS TO BIDDERS
2. GENERAL COMMERCIAL TERMS & CONDITIONS
3. ANNEXURES

**POWER SECTOR NORTHERN REGION
BHARAT HEAVY ELECTRICALS LIMITED
HRDI & PSNR COMPLEX
PLOT NO. 25, SECTOR – 16A
NOIDA – 201301 (U.P.)**

Not for Publication

For Official Use

INSTRUCTIONS TO BIDDERS

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1.0 GENERAL INSTRUCTIONS:

- 1.1** Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done only after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon in the deviation sheets by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.
- 1.2** All commercial terms and conditions except price should be submitted as part of techno-commercial offer which may be opened first. The price part (Part-II) is to be submitted in a separate sealed cover along with techno-commercial offer (Part-I). Purchaser, however, reserves the right to open both the parts at the same time.
- 1.3** Price bids of only those bidders will be opened who will qualify for the subject job on the basis of evaluation of Techno-commercial bids / Qualifying criteria and as considered suitable by BHEL. BHEL shall have sole discretion to adopt its own method for evaluation of Techno-commercial bids/Qualifying Criteria.
- 1.4** No revision of price will be entertained after tenders are opened, unless mentioned in our enquiry/ asked so by BHEL.
- 1.5** BHEL reserves the right to split, accept or reject any or all tenders without assigning any reason what so ever.

2.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS:

- 2.1** Tender shall be submitted in TWO PARTS as described below on or before the DUE DATE and time indicated in the NIT.

PART - I : TECHNO-COMMERCIAL BID

Containing Technical offer, Annexure-I & II, Commercial Terms & Conditions and other relevant documents.

PART-II : PRICE BID

Containing Prices, to be submitted strictly as per enclosed Price Schedule Format for complete scope of the Tender Enquiry.

NOTE: Any changes in the specified price format, if made, other than those specified and accepted in the un-priced format, the offer is liable to be rejected.

- 2.1.1** PART-I (techno-commercial bid) shall be opened on the due date and time as specified in the NIT, in the presence of such of those tenderers or their authorized representatives who may be present. Incomplete offers are liable to be rejected. Purchaser reserves the right to open both the parts i.e. Part-I and Part-II together.

NOTE: In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.

- 2.1.2** PART-II containing prices shall be submitted along with Part-I, but in a separate sealed cover. Any corrections/ amendments shall be properly and fully authenticated. If not done so, the offer is liable to be rejected.

- 2.1.3** In case it becomes necessary for the tenderer to make any changes in his original price bid (Part-II) on account of technical/ commercial confirmations/ clarifications, owing to the changes made by the purchaser, to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted. Revised price bid only if requested by the purchaser shall be submitted, in a separate sealed cover. Impact/ Revised price bid shall be duly super scribed as:

IMPACT/ REVISED PRICE BID (PART-II) (DELETE WHICHEVER IS NOT APPLICABLE), REVISION NO ____ AGAINST TENDER ENQ. NO. _____ DATED _____".

- 2.2** After the tenders have been technically & commercially examined and the necessary clarifications etc. obtained, Part-II containing FINAL REVISED PRICE BID, if submitted, otherwise, the original Price Bid along with price impact, if any, shall be opened, for which the date and time shall be intimated to the technically and commercially acceptable tenderers only, in case of public

opening.

NOTE: BHEL also reserves the right to open the earlier price bids, if any, submitted by the bidders, if required.

- 2.3** No correspondence shall be entertained from the tenderers after the opening of Part-II (Price bid) of the tender.
- 2.4** Purchaser may negotiate the tender, if the quoted rates/terms are found to be unreasonable or in the unacceptable range.

2.5 MARKING ON ENVELOPES:

- 2.5.1** Following should be super scribed on the envelopes of the two parts of the Bid.

PART I: TECHNO-COMMERCIAL BID:

TENDER FOR: _____
TENDER NO. _____ DUE ON: _____

PART II: PRICE BID:

TENDER FOR: _____
TENDER NO. _____

- 2.5.2** Both PART - I & PART - II should be individually sealed & super scribed as indicated above & shall be enclosed in one main envelope duly sealed & super scribed as:

“TENDER FOR: _____ AGAINST TENDER ENQ. NO. _____
_____ DUE ON: _____ CONTAINING PART I AND PART II BIDS.”

- 2.5.3** Envelope not marked with tender enquiry number is liable to be ignored and may not be opened.

2.6 BID SUBMISSION

- 2.6.1** The tenders shall be addressed to the official inviting Tenders by designation and sent at the following address:

**HEAD/PURCHASE, BHARAT HEAVY ELECTRICALS LTD., POWER SECTOR – NORTHERN REGION,
HRDI & PSNR COMPLEX, PLOT NO. 25, SECTOR – 16A, NOIDA – 201301 (U.P.)**

**And deposited in TENDER BOX, ROOM NO. 108 (PSNR), HRDI & PSNR Complex, PLOT NO. 25,
SECTOR – 16A, NOIDA – 201 301 (U.P.)**

- 2.6.2** Tenders can either be delivered in person or sent at the above mentioned address by COURIER/ REGISTERED POST, to the official inviting tender(s). It shall be the responsibility of the bidder to ensure that the tender is delivered in time. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- 2.7** Tenders received after the Specified time of their submission are treated as ‘Late Tenders’ and shall not be considered.
- 2.8** Unsolicited tenders will not be entertained.
- 2.9** All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the BHEL web page (www.bhel.com → [Tender Notifications](#) → [View Corrigendum](#)) and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

3.0 PART-I (TECHNO-COMMERCIAL BID) - CONTENTS & CHECKLIST:

- 3.1** Technical offer shall contain:

1. Vendor confirmation regarding technical specification as specified in Tender.
2. Technical specifications/ write-ups.
3. Catalogues, literature & drawings/data sheets.
4. Recommended list of spare parts for three years operation as applicable.
5. Guarantee offered for the capacity of the system/ equipment.
6. Listing of Technical Deviations, if any.
7. Quality plans.
8. All other details/ documents as listed in tender documents.

3.2 Commercial offer shall contain:

1. Agreed terms & conditions (as per Annexure-II).
2. Listing of Commercial Deviations, if any.
3. Supporting documents against Qualifying Requirements (QR).
4. Acceptance to commercial terms and conditions by submitting duly signed and stamped all pages of Tender document as a proof of acceptance.
5. All other details/ documents as listed in tender documents.

4.0 PART II (PRICE BID) - CONTENTS AND CHECK LIST :

4.1 Bidder shall submit their offer prices in the given 'PRICE SCHEDULE FORMAT' as specified in Tender.

4.2 The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in Indian Currency for the rates as per rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

5.0 CLARIFICATIONS REQUIRED BY BIDDERS:

Technical and Commercial clarifications required, if any, before submission of tender, should be addressed (at least one day before the due date of submission of tender) to the official inviting the tenders.

6.0 DEVIATIONS – LISTING:

Tenders shall be submitted strictly in accordance with the requirements of tender documents. Deviations (Technical and Commercial), if any, shall be listed out separately. Technical deviations and Commercial deviations shall be furnished in separate sheets under headings "TECHNICAL DEVIATIONS" and "COMMERCIAL DEVIATIONS" respectively, along with reasons for taking such deviations. Deviations mentioned elsewhere but not included in the Schedule of Deviations as above shall not be accepted.

7.0 VALIDITY OF OFFER:

Offers should be valid for a period of **90 days** from the date of Techno-Commercial bid (Part-I) opening.

8.0 METRIC SYSTEM:

Suppliers are requested to give metric measurements while quoting.

9.0 EARNEST MONEY DEPOSIT:

9.1 Tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- a) EMD shall be furnished along with the offer in full as per the amount indicated in the Special Conditions of Contract (SCC) / NIT.
- b) EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand Draft in favour of "BHARAT HEAVY ELECTRICALS LIMITED" and payable at NOIDA/ NEW DELHI.
- c) No other form of EMD remittance shall be acceptable to BHEL.
- d) Bidders under MSE category as defined in Clause 10.0 of Instructions to Bidders shall be exempted from payment of earnest money.

9.2 EMD by the bidder will be forfeited as per Tender Documents if;

- a) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- b) The bidder does not supply the material within the period as per P.O/Contract.

9.3 EMD shall not carry any interest.

9.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer. In the case of successful bidder, the Earnest Money will be refunded after completion of supply of material as per P.O/Contract or converted to Security Deposit if applicable.

10.0 REVERSE AUCTION:

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.

(FOR DETAILS PLEASE REFER TO ANNEXURE – V).

11.0 MICRO & SMALL SCALE ENTERPRISES (MSE):

11.1 Any Bidder falling under MSE 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 MSE	SC/ST owned	Others
Micro		
Small		

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

11.2 MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II (Entrepreneur Memorandum II) certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (Format enclosed as per Annexure- X) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro and Small) where the deemed validity of EM-II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

11.3 MSEs shall be exempted from payment of earnest money. However, there is no exemption of security deposit submission.

11.4 No benefit shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

12.0 LANGUAGE & CORRECTIONS:

- a) Tenderer shall quote the rates in English language and international numerals only. These rates shall be entered in figures as well as in words. For the purpose of tender, metric system of units shall be used.
- b) All entries in the tender shall either be typed or written legibly in ink. Cancellations, insertions, erasement, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.
- c) Tenderer's offer, remarks and deviations shall be with reference to sections and clause numbers given in the tender documents.

13.0 PRICE DISCREPANCY:

Following shall be considered for evaluation and ordering for non-conformities/errors/ discrepancies in price bid:

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the

opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price and, therefore, shall not be reimbursed.

GENERAL COMMERCIAL TERMS & CONDITIONS

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1.0 DEFINITION OF TERMS:

- 1.1 PURCHASER** shall mean M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 having its Registered office at BHEL House, Siri Fort, New Delhi – 110049 acting through its Power Sector – Northern Region, HRDI & PSNR COMPLEX, PLOT NO. 25, SECTOR – 16A, NOIDA – 201 301 (U.P.) which expression shall include its successors, authorized representatives and permitted assigns. It may also be referred to as BHEL.
- 1.2 TENDERER/ BIDDER** shall mean the Firm/ Company/ Organisation which quotes against the Tender Enquiry issued by Purchaser.
- 1.3 SELLER/ CONTRACTOR/ SUPPLIER/ VENDOR** shall mean the successful bidder with whom the Order/ Contract is made.
- 1.4 GCC** means General Conditions of Contract.
- 1.5 GOODS/ STORE** means all the items, materials, equipment and/or machinery, which the supplier is required to supply to the purchaser in terms of a contract.
- 1.6 SERVICES** means the services ancillary to the supply of the goods, such as transportation and insurance and as any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligation of the supplier covered under a contract.
- 1.7 CONSIGNEE** means the individual or body to whom the contracted goods are required to be delivered as per the terms and conditions incorporated in a contract.
- 1.8 DAY** means calendar day of the Gregorian Calendar.
- 1.9 MONTH** means calendar month of the Gregorian Calendar.

2.0 PRICES:

Prices shall be for the entire scope of work in line with all instructions, specifications and terms & conditions specified in the tender documents.

3.0 INSPECTION:

Inspection for the stores will be carried out at the Seller's works/ Purchaser's Destinations/ Sites by the Purchaser's authorized inspecting officer. Wherever preliminary or stage Inspection is to be carried out at the seller's works the same will be subject to final acceptance/after receipt of the stores at the Purchaser's works / Destinations/ Site as the case may be and the decision of the purchaser shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment.

4.0 INSURANCE:

- 4.1** Wherever Transit insurance is under Vendor's Scope, the Vendor will insure at his cost the goods for all transit risks.
- 4.2** In all other cases, Vendors shall inform the Underwriters, appointed/ nominated by BHEL/ Purchaser, the details of despatches under intimation to BHEL such as LR No. and date, Truck No., P.O. No., project and value. The details of underwriter shall be collected by the Vendor before dispatch of material from their works. Failure to do this will make the Vendor responsible for making goods any loss which might have otherwise been recovered from insurers.

5.0 PACKING AND MARKING:

- 5.1** Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage. In case of shipment by sea, the packing shall be sea-worthy. If any damage deterioration or loss is sustained when the carrier or underwriter attributed to improper/defective packing the seller shall be liable to replace the stores at his cost or reimburse the value of the loss to the purchaser notwithstanding whether the insurance is arranged by him or not.
- 5.2** The following marking shall be made on each package in Black bold capital letters;

- a) Name & Address of Consignee
- b) Dimension of Package
- c) Weight details (Gross & Net)

5.3 These markings should be stenciled or written in bold letters on the package. Should the package be small suitable cards/ metal tags giving these details may be tagged or nailed to such package.

6.0 DELIVERY:

The seller shall deliver the stores in accordance with the conditions of the purchase order at the time and at the place and in the manner specified thereunder. The risk in the stores shall not pass to the purchaser unless and until the stores have been duly accepted by the purchaser at the destination.

7.0 REJECTION:

The seller shall intimate the purchaser in writing, within 15 days after the receipt of rejection advice regarding disposal of the rejected stores. If no advice is received within aforesaid period the purchaser shall be at liberty to return the stores at the risk and cost of the seller after recovering the cost, if any paid by the purchaser including inward freight and other incidental charges. The purchaser will not be responsible for rejected stores thereafter and no claim whatsoever will rest on the purchaser.

8.0 SHORTAGES / DAMAGES:

If there are any shortages/damages in Equipment/ Stores found during receipt of material at Destination/ site, vendor shall supply replacements for same, as early as possible, at the old contractual rates upon intimation to vendor within 3 months of receipted LR. Decision of BHEL regarding shortages/damages shall be final and binding.

9.0 TERMS OF PAYMENT:

9.1 Terms of Payment shall be as per Special Conditions of Contract (SCC)

9.2 BILLING DOCUMENTS: As per Special Conditions of Contract (SCC)

9.3 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 30 days from the date of receipt of clear & complete documents as per Purchase Order.

9.4 LOADING DETAILS IN CASE OF DEVIATIONS:

Loading details in respect to deviations in Payment Terms, LD, Guarantee/ Warranty & PBG as indicated in Annexure – VI.

9.5 MODE OF PAYMENT:

Payments shall be made directly to the Seller/ Contractor by E-transfer. Seller/ Contractor will provide necessary information for the same as per **Annexure – VII** to the Purchaser.

9.6 No interest shall be payable by the Purchaser on the Bank guarantee amount or balance payment or any money which may become due owing to difference or misunderstanding or any dispute between the Purchaser and the Contractor, or any delay on the part of Purchaser in making periodical or final payment or any other aspects incidental thereto.

10.0 PERFORMANCE BANK GUARANTEE (PBG):

10.1 PBG shall be applicable for Supply packages along with Erection/ Commissioning / Demonstration at site in vendor's scope.

10.2 The Vendor shall furnish Bank guarantee (in line with format as per **Annexure –VIII**) equal to 10% of the Order value (excluding taxes & duties) before first submission of documents for payment to cover the due performance of Order/ Contract and to fulfill the guarantee conditions stipulated in the Order/Contract.

10.3 Validity of the Bank Guarantee shall be for the entire Guarantee period. Initially, it should be at least 12 months from the date of P.O, later extended to cover the entire guarantee period.

10.4 Purchaser reserves the right to encash the bank guarantee and forfeits the amount in the event of

any default, failure or neglect on part of the Seller/ Contractor/Vendor in fulfilment of performance of the Order/ Contract.

- 10.5** An amount equivalent to the value of Bank Guarantee shall be retained by the Purchaser from the payments due to the Seller/ contractor/ Vendor before releasing any payment, in the absence of a valid Bank Guarantee.
- 10.6** Bank Guarantees shall be from Consortium Bank as per **Annexure – IX**. In case of bank guarantee from any other bank, BHEL shall get confirmation from the consortium bank, for which the confirmation charges will be borne by the vendor. Bank guarantees from co-operative banks/ non-scheduled banks are not acceptable.
- 10.7** In case of private sector banks, a clause to be incorporated in the text of BG that it can be enforceable by being presented at any branch of the bank.

11.0 GUARANTEE / WARRANTY FOR EQUIPMENT/ STORES:

- 11.1** Seller/ Contractor/ Vendor shall warrant that the stores supplied shall be free from all defects and faults in design & engineering, material, workmanship & manufacture and shall be of the highest grade and consistent with the established and generally accepted standards and in full conformity with the Order/ Contract specifications, drawing or samples, if any.
- 11.2** Guarantee period shall be as per Special Conditions of Contract (SCC).
- 11.3** Rectification / replacement required during the warranty period shall be arranged by the supplier free of cost including to and fro transport charges, import duty/excise duty/other taxes/insurance etc. payable on the items rectified and/or replaced.

12.0 RECOVERY OF OUTSTANDING AMOUNT:

In event of any amount of money being outstanding at any point of time against the Seller/ Contractor/ Vendor due to excess payment or any other reason whatsoever, in the present order/ contract or any other order/ contract from any BHEL Unit, the outstanding amount shall be recovered from the payments due to the Seller/ Contractor/ Vendor at any appropriate time and manner/ mode as deemed fit by the Purchaser from this or any other order/ contract of any BHEL unit at its sole discretion.

13.0 INDEMNIFICATION:

Seller/ Contractor shall fully indemnify and keep indemnified the Purchaser against all claims of whatsoever nature arising during the course and out of the execution of this Order/ Contract.

14.0 DELIVERY FAILURE AND TERMINATION/ LIQUIDATED DAMAGES:

- 14.1** The Supplier shall Timely dispatch/ deliver and complete the other schedules as stipulated in Order/ Contract. If the Seller/ Contractor fails to complete the dispatch/ delivery and other schedules within the time period stipulated in Order/ Contract, or within any extension of time granted by Purchaser, it shall be lawful for Purchaser to recover damages for breach of Order/ Contract without prejudice to any other rights and/ or remedies provided for, in the Order/ Contract and hereunder. For any delay not attributable to the Seller/ Contractor, the Seller/Contractor must report the same to the Purchaser immediately in writing only.

14.2 LIQUIDATED DAMAGES /PENALTY:

- a) LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.
- b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However even if a staggered delivery schedule for Capital Machine/ BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value.
- c) In case of any amendment/ revision, the LD shall be linked to the amended/revised PO value.
- d) LR/ GR/ RR date shall be treated as the date of dispatch for levying LD.

- 14.3** Purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of Seller/ Contractor, with notice to Seller/ Contractor, the stores due for delivery but not so delivered. The manner and method of such purchase shall be at the discretion of the Purchaser.
- 14.4** Purchaser reserves the right to cancel the Order/ Contract or a portion thereof for the stores not so delivered at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess cost thereof.
- 15.0 DEFAULT BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE:**
- 15.1** If Seller/ Contractor fails to deliver goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply goods or materials covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of Order/ Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/ Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/ Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm is dissolved under the Partnership Act or if the Seller/ Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the Purchaser may be put to incur or sustain by reason of Seller/ Contractor's default or breach of Order/ Contract, Purchaser shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller/ Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess costs provided that the Seller/ Contractor shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause. The Seller/ Contractor shall on no account be entitled to any gain on such repurchases.
- Except for Clause 15.2, vendor's maximum liability will be limited to the total contract value including taxes, duties and freight.
- 15.2** Cost of the purchases made by Purchaser at the risk and cost of Seller/ Contractor shall be worked out as follows:
- "Excess cost (difference in values of new PO and old PO) plus 5% of Excess cost as overheads (Departmental charges) along with Liquidated Damages/Penalty as applicable".**
- 16.0 TERMINATION OF CONTRACT:**
- 16.1** Purchaser shall have the right to cancel Order/ Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Seller/ Contractor compensation claim shall be settled mutually.
- 16.2** Purchaser shall have the right to cancel order/ contract at the risk and cost of Seller/ Contractor in case either the Seller/ Contractor himself or any of his representative or agent is found to have been a previous employee of the Purchaser immediately before retirement and has within a period of two years of such retirement accepted the employment of the Seller/ Contractor either as a Seller/ Contractor or as an employee without having obtained prior permission of Purchaser.
- 16.3** In case of cancellation of main supply order/ contract, all other associated orders/ contracts like mandatory spares/ recommended spares/ E&C/ supervision of E&C would also get cancelled.

17.0 TRANSFER, SUB-LETTING/ ASSIGNMENT SUB-CONTRACTING:

Seller/ Contractor shall not sublet, transfer or assign order/ contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of Purchaser. In the event of Seller/ Contractor sub-letting, transferring or assigning order/ contract or any part thereof or interest therein or benefit or advantage thereof without such permission, the Purchaser shall be entitled to cancel the Order/ Contract and to purchase the stores from elsewhere at risk and costs of Seller/ Contractor and the Seller/ Contractor shall be liable for any loss or damage which Purchaser may sustain in consequence of or arising out of such risk purchase.

18.0 FORCE MAJEURE:

The following shall amount to Force Majeure;

- 18.1** Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the seller has no control.
- 18.2** If the seller suffers delay in the due execution of the contractual obligation due to delays Caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the supplier shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the supplier immediately reports to BHEL in writing the causes of delay and the seller shall not be eligible for any compensation.

19.0 SETTLEMENT OF DISPUTES:

- 19.1** Except as otherwise specifically provided in the Order/ Contract, all disputes concerning questions of the facts arising under the Order/ Contract, shall be decided by Purchaser, subject to written appeal by the Seller/ Contractor to the Purchaser, whose decision shall be final.
- 19.2** Any dispute or difference shall be, to the extent possible, settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- 19.3** Seller/ Contractor shall continue to perform the order/ contract, pending settlement of dispute(s).

20.0 ARBITRATION & RECONCILIATION:

- 20.1** In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the supplier in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In Charge (Region).

The award of the Arbitrator shall be binding upon the parties to the dispute

Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

- 20.2** In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

- 20.3** The cost of arbitration shall be borne equally by the parties.

- 20.4** Stores under the contract shall be continued during the arbitration proceedings. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

21.0 LAWS GOVERNING THE CONTRACT:

Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of the Indian courts at Delhi/ New Delhi.

22.0 JURISDICTION OF COURT:

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

23.0 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:

- a) Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b) Price Schedule
- c) Technical Specifications
- d) Special Conditions of Contract (SCC)
- e) General Conditions of Contract (GCC)

24.0 DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL:

Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website (www.bhel.com →Tender Notification →Banned Firms).

ANNEXURES

ANNEXURE – I	OFFER SUBMISSION AS PER NIT
ANNEXURE – II	CHECK LIST
ANNEXURE – III	NO DEVIATION CERTIFICATE
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ANNEXURE – I**OFFER SUBMISSION AS PER NIT**

(To be submitted in letter head of the Company/Firm of Bidder)

Ref. No. :

Dated :

M/s Bharat Heavy Electricals Ltd.,
Power Sector Northern Region,
HRDI & PSNR COMPLEX,
PLOT NO. 25, SECTOR – 16A,
NOIDA – 201 301 (U.P.)

ATTENTION:

Dear Sir,

Having examined the tender documents against your tender Enquiry No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with

(name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us in your price schedule format and as per the indicated delivery schedule.

We have annexed to this tender the following documents:-

Part-I (Techno Commercial Bid) - in a properly sealed cover

- Complete Techno-Commercial Offer.
- Agreed Terms and Conditions (Annexure-II).
- Schedule of Commercial Deviations giving clause references.
- Schedule of Technical Deviations giving clause references.
- Signed & stamped copy of tender documents.
- Any other documents (Please specify).

Part-II (Price Bid) - in a separate, properly sealed cover in the format given by BHEL.

Thanking you,

Yours faithfully,

(Signature of the bidder with Name, Designation and Company's Seal)

ANNEXURE – II**CHECK LIST**

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

A	Name and Address of the Supplier	
B	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID:
C	DESCRIPTION	BIDDER'S CONFIRMATION (YES/ NO/ NA)
1	Whether Qualification Requirement (QR) Criteria is understood and provided proper supporting documents.	
3	Submission of Certificate of No Deviation as per Annexure – III	
4	Submission of Certificate of Price Justification as per Annexure – IV (<u>in case Single Tender</u>)	
5	Submission of Reverse Auction Format as per Annexure – V	
6	Submission of MSE certificate as specified in Tender	
7	Submission of Unprice Format as specified in Tender	
8	Submission of Signed & Sealed copy of all pages of Tender	

NOTE: TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

Date:

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE- III

CERTIFICATE OF NO DEVIATION

(To be submitted in letter head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject : No Deviation Certificate

Ref : 1) NIT/Tender Enquiry No:,
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Enquiry.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,
(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE- IV

CERTIFICATE OF PRICE JUSTIFICATION*

(To be submitted in letter head of the Company/Firm of Bidder)

TENDER No. : _____ Date: _____

I/ WE, M/s

HEREBY CERTIFY THAT RATES PROVIDED ARE OUR BEST RATES AND WE HAVE NOT GIVEN THESE MATERIALS TO ANY PARTY FOR LESSER THAN THESE RATES IN LAST ONE YEAR.

(Signatures of the Bidder with Name, Designation & Company's Seal)

* Certification Of Price Justification is applicable for Single tender only.

ANNEXURE- V**REVERSE AUCTION (RA) FORMAT**

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. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.

Information and general terms and conditions governing RA are given below.

In case BHEL decides to process the tender through Reverse Auction Process (RA), following details shall be required from the bidders for their authorized representative who will participate in the on line Reverse Auction Process;

(a) Name of Designation of official:

(b) Postal Address (Complete):

(c) Telephone Nos. (Land line & Mobile both):

(d) FAX No.:

(e) E-mail address:

(f) Name of Place/State/Country, wherefrom he will participate in the RA:

(Signatures of the Bidder with Name, Designation & Company's Seal)

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 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, 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.

ANNEXURE – VI**LOADING CRITERIA**

No deviation in Tender terms & conditions are generally acceptable and bids with deviation are liable to be rejected. However exceptional circumstances, BHEL may accept the deviations with loadings as given below;

1. PAYMENT TERMS:

Loading of any deviation in the Payment terms w.r.t NIT terms shall be as follows;

“Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%, shall be considered for loading for the period of relaxation sought by Bidder.”

2. LIQUIDATED DAMAGES/ PENALTY:

Any Loading on LD clause shall be to the extent to which it is not agreed to by the Bidder (at offered value).

3. GUARANTEE/ WARRANTY PERIOD:

No deviation is permitted

4. PERFORMANCE BANK GUARANTEE (PBG):

No deviation is permitted

NOTE: Any new Loading factor/s arising out of Techno-commercial clarifications / discussions stage shall be intimated to all eligible Tenderers before opening of Price bid.

ANNEXURE – VII

NEFT DETAILS

Name of the party:

Name of the Bank:

Address of the Bank:

Party's A/c no:

Type of A/c:

IFSC CODE:

Vendor's E-MAIL ADDRESS:

(Signatures of the Bidder with Name, Designation & Company's Seal)

NOTE:

- THE ABOVE DETAILS ARE TO BE SUBMITTED ON THE COMPANY'S LETTERHEAD.
- THE DETAILS MAY EITHER BE ATTESTED BY YOUR BANKERS OR ACCOMPANIED BY A CANCELLED CHEQUE LEAF WITH IFSC CODE & A/C NO.PRINTED ON IT.
- UNDERTAKING TO REPORT IMMEDIATELY ANY CHANGES IN THE ABOVE TO BE SUBMITTED ON THE COMPANY'S LETTER HEAD

ANNEXURE- VIII**PERFORMANCE BANK GUARANTEE FORMAT**

B.G. NO..... Date.....

This deed of Guarantee made this ----- day of ----- two thousand ----- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Northern Region, Plot No. 25, Sec – 16A, Distt. Gautam Budh Nagar, Noida 201301 hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS <Supplier's Name and Address> (hereinafter referred to as the Supplier) have entered into a contract bearing No. <P.O. No. & Date> (hereinafter referred to as "the contract") for the supply of ----- with the company.

AND WHEREAS the contract inter-alia provides that the Supplier shall furnish to the company a sum of Rs.----- (Rupees-----) towards Performance Bond for due and faithful performance of the contract in the form and contents specified therein.

AND WHEREAS the Supplier has approached the Guarantor and in consideration of the arrangement arrived at between the Supplier and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the Company.

We <Name of Bank> the Guarantor do hereby guarantee to the Company the due and faithful performance, observance or discharge of the contract by the Supplier and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the Company on them for any loss, damage, costs, charges and expenses caused to or suffered by the Company by reasons of the Supplier making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the Company whether any default has occurred or has been committed by the Supplier in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the Company by reason of the Supplier making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the Supplier admits or denies the default or questions the correctness of any demand made by the Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Supplier and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reasons of time being given to the Supplier or any other forbearance, act or commission on the part of the Company or any indulgence by the Company to the Supplier or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

We <Name of Bank> the Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the Supplier and accordingly discharges this Guarantee, subject however, that the Company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the

expiry of the said period.

We <Name of Bank> the Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Supplier or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the Company to proceed against the Supplier before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Supplier shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at New Delhi/ Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)
Signed for and on behalf of the Bank
(Designation of the Authorized Person Signing the Guarantee)
(Signatory No.-----)

DATED:

SEAL

Notes :

1. The BG shall be executed on non-judicial stamp paper of not less than Rs 100/- unless otherwise required under relevant statutes, procured in the name of the Bank in the State where the Bank is located. The BG should be only from the Consortium Bank as per Annexure – IX.
2. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.

ANNEXURE- IX**LIST OF CONSORTIUM BANK**

	NATIONALISED BANK		PUBLIC SECTOR BANKS
1	Allahabad bank	20	IDBI
2	Andhra bank		FOREIGN BANK
3	Bank of Baroda	21	CITI Bank N.A
4	Canara Bank	22	Deutsche Bank AG
5	Corporation bank	23	The Hongkong and Shanghai Banking Corporation Limited
6	Central bank	24	Standard Chartered Bank
7	Indian Bank	25	The Royal Bank of Scotland N.V.
8	Indian Oversea Bank	26	J P Morgan
9	Oriental bank of Commerce		PRIVATE BANK
10	Punjab National Bank	27	Axis Bank
11	Punjab & Sindh Bank	28	The Federal Bank Limited
12	State Bank of India	29	HDFC
13	State Bank of Hyderabad	30	Kotak Mahindra Bank
14	Syndicate Bank	31	ICICI
15	State Bank of Travancore	32	Indusind Bank
16	UCO Bank	33	Yes Bank
17	Union Bank of India		
18	United Bank of India		
19	Vijaya Bank		

ANNEXURE- X**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 Book of Accounts that the investment of the company as on date _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment is 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

The above investment of Rs. _____ Lacs is within the permissible limit of Rs. _____ Lacs for _____ Micro/Small (strike off which is applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant –



UNPRICE FORMAT (TO BE SUBMITTED WITH TECHNO-COMMERCIAL BID)

SECTION - "E"

TENDER ENQ. NO. BHEL/PSNR/SCP/CS/LMB/E-2636 DATE: 06.02.2015


SPECIFICATION NO. PE-TS-226-160-A002

SL. No.	DESCRIPTIONS OF WORKS OR EQUIPMENT	PRICE (In Rs.)									
		Ex-works price	ED & CESS	VAT	Freight	Insurance	Service TAX	F.O.R SITE	CENVAT Credit benefit to BHEL	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT	
		A	B	C	D	E	F	G = (A+B+C+D+E+F)	H	I = (G - H)	
1.0	Total lumpsum firm price inclusive of all taxes duties and other levies as applicable for design, engineering, manufacturing, inspection and testing, painting, supply/delivery duly packed at project site including freight , unloading, storage (In BHEL stores) and handling at site, design & construction of structural and minor civil works at site etc.,erection and commissioning, trial run at site, Demonstration Test and handing over to the customer of Complete Mill Reject System in line with drawings/ documents/ test procedures approved by BHEL/Customer, inclusive of all prevailing taxes, duties and other levies for Mill Reject System complete with all accessories including erection and commissioning spares, special tools and tackles as required for the total scope defined as per technical specification PE-TS-226-160-A002 taking into account all clarifications, confirmations and agreements till date.	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	
			RATE OF TAX...	RATE OF TAX.....				RATE OF TAX.....			
2.0	BREAK-UP OF PRICES GIVEN IN SL. NO.1.0 ABOVE										
2.1	Total lumpsum firm price for supply as mentioned above at 1.0	80% of value mentioned at 1.0(A) above	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	N/A	QUOTED	QUOTED	QUOTED
2.2	Total lumpsum firm price for E&C as mentioned above at 1.0	20% of value mentioned at 1.0(A) above	QUOTED	N/A	N/A	N/A	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED

NOTE:

- Bidder to note that the **NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT** indicated above at 1.0 (I) shall be considered for evaluation. Bidders are requested to quote for each and every item as indicated above. Please indicate NIL against items not applicable.
- Bidder shall furnish this price schedule in his price offer only.
- Two Separate Purchase order shall be issued against the Supply and E&C of above works.

PARTICULARS OF BIDDER/ AUTHORISED REPRESENTATIVE			
NAME	DESIGNATION	SIGNATURE & STAMP	DATE

	PRICE SCHEDULE (TO BE SUBMITTED WITH PRICE BID)	SECTION - "F"
	TENDER ENQ. NO. BHEL/PSNR/SCP/CS/LMB/E-2636 DATE: 06.02.2015	
	SPECIFICATION NO. PE-TS-226-160-A002	

SL. No.	DESCRIPTIONS OF WORKS OR EQUIPMENT	PRICE (In Rs.)								
		Ex-works price	ED & CESS	VAT	Freight	Insurance	Service TAX	F.O.R SITE	CENVAT Credit benefit to BHEL	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT
		A	B	C	D	E	F	G = (A+B+C+D+E+F)	H	I = (G - H)
1.0	Total lumpsum firm price inclusive of all taxes duties and other levies as applicable for design, engineering, manufacturing, inspection and testing, painting, supply/delivery duly packed at project site including freight , unloading, storage (In BHEL stores) and handling at site, design & construction of structural and minor civil works at site etc.,erection and commissioning, trial run at site, Demonstration Test and handing over to the customer of Complete Mill Reject System in line with drawings/ documents/ test procedures approved by BHEL/Customer, inclusive of all prevailing taxes, duties and other levies for Mill Reject System complete with all accessories including erection and commissioning spares, special tools and tackles as required for the total scope defined as per technical specification PE-TS-226-160-A002 taking into account all clarifications, confirmations and agreements till date.									
2.0	BREAK-UP OF PRICES GIVEN IN SL. NO.1.0 ABOVE									
2.1	Total lumpsum firm price for supply as mentioned above at 1.0	80% of value mentioned at 1.0(A) above						N/A		
2.2	Total lumpsum firm price for E&C as mentioned above at 1.0	20% of value mentioned at 1.0(A) above		N/A	N/A	N/A				

NOTE:

1. Bidder to note that the **NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT** indicated above at 1.0 (I) shall be considered for evaluation. Bidders are requested to quote for each and every item as indicated above. Please indicate NIL against items not applicable.

2. Bidder shall furnish this price schedule in his price offer only.

3. Two Separate Purchase order shall be issued against the Supply and E&C of above works.

PARTICULARS OF BIDDER/ AUTHORISED REPRESENTATIVE			
NAME	DESIGNATION	SIGNATURE & STAMP	DATE