

 <p><b>BHEL</b> Maharatna Company</p> <p>ISO 9001, ISO 14001, OHSAS 18001 &amp; SA8000 Certified Company</p> <p>SubContract and Purchase Department.</p>	<p align="center"><b>भारत हेवी इलेक्ट्रिकल्स लिमिटेड</b> (भारत सरकार का उपक्रम ) <b>BHARAT HEAVY ELECTRICALS LIMITED</b></p> <p align="center">(A Govt. of India Undertaking)</p> <p align="center">पावर सेक्टर, उ.क्षे.परिसर, प्लाट नं.25, सेक्टर-16ए, पोस्ट बॉक्स सं.55, नोएडा-201301, Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301 Ph. : 0120-2416548/2416566 , Fax: 0120-2416528 / 2416525 Email: <a href="mailto:samridhi@bhelpsnr.co.in">samridhi@bhelpsnr.co.in</a>, <a href="mailto:skant@bhelpsnr.co.in">skant@bhelpsnr.co.in</a></p>
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**TENDER NOTICE**

BHEL Power Sector Northern Region invites bids for the supply of cement as per specification given below at BHEL Site Office, Anpara D Thermal Power Station, Distt. Sonbhadra, U.P.

**Enquiry No. BHEL/PSNR/SCP/SS/E-2691**

SL.No.	STORES DESCRIPTION	QTY. REQD.	TENDER OPENING DATE AND TIME
1.	<b>ORDINARY PORTLAND CEMENT GRADE-43, IS: 8112</b>	<b>3000 MT (Three Thousand MT)</b>	<b>27-08-2015 SUBMISSION BY 15:00 Hrs.&amp; OPENING at 15:30 Hrs</b>

**Note:**

- 1) For Detailed Tender Enquiry, please visit BHEL website [www.bhel.com](http://www.bhel.com)
- 2) All Corrigendums to this tender shall be available on BHEL Website and shall not be published in Newspapers.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**

 <p><b>BHEL</b> Maharaja Company</p> <p>ISO 9001, ISO 14001, OHSAS 18001 &amp;SA8000 Certified Company</p> <p>SubContract and Purchase Department.</p>	<p align="center"><b>भारत हेवी इलेक्ट्रिकल्स लिमिटेड</b> (भारत सरकार का उपक्रम )</p> <p align="center"><b>BHARAT HEAVY ELECTRICALS LIMITED</b></p> <p align="center">(A Govt. of India Undertaking)</p> <p>पावर सेक्टर, उ.क्षे.परिसर, प्लॉट नं.25, सेक्टर-16ए, पोस्ट बॉक्स सं.55, नोएडा-201301, Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301 Ph. : 0120-2416548/2416566 , Fax: 0120-2416528 / 2416525 Email: <a href="mailto:samridhi@bhelpsnr.co.in">samridhi@bhelpsnr.co.in</a>, <a href="mailto:skant@bhelpsnr.co.in">skant@bhelpsnr.co.in</a></p>
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ENQ. NO: BHEL-PSNR/SCP/SS/E-2691 DTD 12.08.2015

DUE ON: 27.08.2015 at 15:30 Hrs.

Sealed quotations are invited in **TWO PART BID SYSTEM** for the supply for under noted stores on terms and conditions enclosed. The quotations should be submitted in a sealed cover super scribing the Enquiry No. and due date, addressed to the undersigned by designation, so as to reach him before opening of technical bids on the due date. It should be clearly noted that this is only an invitation to quote and not an order.

SL.No.	STORES DESCRIPTION	TENTATIVE QTY.	DELIVERY REQD. AT (PLACE)
1.	ORDINARY PORTLAND CEMENT GRADE-43, IS: 8112	3000 MT (Three Thousand MT)	CONSTRUCTION MANAGER, BHEL SITE OFFICE, ANPARA D SITE

The Tender Document comprise of following:

- a. TENDER NOTIFICATION.
- b. PRE- QUALIFYING REQUIREMENT, ANNEXURE-1
- c. IMPORTATNT NOTES, ANNEXURE- 2
- d. INSTRUCTIONS TO TENDERERS , ANNEXURE-3
- e. SPECIAL TERMS & CONDITIONS ,ANNEXURE-4
- f. TECHNO-COMMERCIAL FORMAT, ANNEXURE-5
- g. PRICE FORMAT , ANNEXURE-6
- h. TERMS & CONDITIONS GOVERNING PURCHASE OF STORES. ANNEXURE-7
- i. GENERAL TERMS & CONDITIONS GOVERNING REVERSE AUCTION, ANNEXURE-8
- j. NO DEVIATION CERTIFICATE, ANNEXURE-9
- k. CERTIFICATE OF CHARTERED ACCOUNTANT, ANNEXURE-10

**ANNEXURE-1**

**PRE-QUALIFYING REQUIREMENTS (PQRs).**

1. BIDDER SHOULD BE MANUFACTURER OF ORDINARY PORTLAND CEMENT (OPC GRADE-43, AS PER IS: 8112)
2. BIDDER TO SUBMIT PO COPIES AS MENTIONED BELOW FOR THE SUPPLY OF OPC Gr-43 CEMENT TO ANY OF THEIR CUSTOMER, IN LAST 2 YEARS, FROM THE DATE OF BID SUBMISSION.
  - a). ONE SINGLE PO COPY FOR THE SUPPLY OF ATLEAST 2400 MT QUANTITY  
**'OR'**
  - b). 02 (Two) POs FOR THE SUPPLY OF ATLEAST 1500 MT QUANTITY.  
**'OR'**
  - c). 03(Three) Pos. FOR THE SUPPLY OF ATLEAST 1200 MT QUANTITY.
3. (a) BIDDER MUST HAVE EARNED CASH PROFIT IN ANY ONE OF THE 3 FINANCIAL YEARS AS DEFINED IN '**NOTE:**'  
(b) BIDDER SHOULD HAVE A MINIMUM AVERAGE ANNUAL TURNOVER OF Rs. 155 Lacs. DURING THE 3 FINANCIAL YEARS AS DEFINED IN '**NOTE:**'

**NOTE:** Bidder to submit audited Balance Sheet and Profit & Loss Account of the company for last 3 Financial Years (FY).

In case audited financial statements have not been submitted for all the three years as indicated above, then applicable audited statements submitted by the bidder against the requisite three years, will be averaged for three years.

4. BIDDERS FOUND TECHNICALLY AND COMMERCIALY ACCEPTABLE ARE FINALLY SUBJECTED TO CUSTOMER (UPRVUNL) APPROVAL.

(ANNEXURE-2)

**IMPORTANT NOTES**

1. **DELIVERY:** Delivery of the 3000MT of OPC Gr-43 as per IS 8112 should be as under:
  - A). **SUPPLY TO COMMENCE FROM SEPTEMBER, 2015 OR WITHIN 10 DAYS FROM THE DATE OF P.O ALONG WITH REQUIRED DOCUMENTS, WHICHEVER IS LATER AND TO BE COMPLETED BY FEB, 2016.**  
**SUPPLY SHOULD BE @ 500 MT/ MONTH. HOWEVER CEMENT SUPPLY SHOULD BE AS PER SITE REQUIREMENT.**
2. **STARTING AND STOPPING SUPPLIES:**

After the placement of purchase order, BHEL will inform supplier the tentative schedule of (weekly/fortnightly/monthly) requirement at site. Purchaser shall ensure to provide adequate road permits, if required for interstate dispatches and supplier to continue dispatches as per agreed schedule unless informed in writing. Whenever purchaser desires to restart supplies as per site requirement, supplier to restart supplies within **10 DAYS** of sending the information along with required documents as per required agreed schedule.
3. Payment terms shall be as per Cl. No.7 of Special Terms & Conditions (As per Annexure-4). We may not consider your offer in case of any deviations for the same.
4. **TENDERS TO BE SUBMITTED IN TWO PARTS:**  
**PART: I:**  
**TECHNO-COMMERCIAL BID CONTAINING TECHNICAL DETAILS ALONG WITH COMMERCIAL OFFER AS PER FORMAT- I, DULY FILLED, SIGNED & STAMPED.**
5. **PART: II:**  
**PRICE BID AS PER FORMAT 'A', DULY FILLED, SIGNED AND STAMPED.**
6. **BOTH PART-I & PART-II SHOULD BE INDIVIDUALLY SEALED & SUPERSCRIBED AS INDICATED ABOVE & SHALL BE ENCLOSED IN ONE MAIN ENVELOPE DULY SEALED & SUPERSCRIBED AS ENQUIRY FOR.: SUPPLY OF ORDINARY PORTLAND CEMENT OPC GR 43 ENQUIRY NO. E-2691 DUE ON 27.08.2015**
7. Tenders must be submitted to the undersigned **latest by 15.00 Hrs. on 27.08.2015**. Technical bids shall **be opened at 15.30 Hrs. on 27.08.2015 in our BHEL PSNR, NOIDA OFFICE.**  
  
**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 tender get extended to the next working day.**
8. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
9. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
10. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
11. **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-8**

12. Bidder may ensure to sign each page of the tender document / their offer while submitting techno - commercial offer/ price-bid.
13. In case of contradiction / conflict the order of precedence shall be in the order as mentioned below:
- Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL.
  - Price Schedule (Annexure-6)
  - Special Terms & Conditions (Annexure-4)
  - Instruction to Tenderer (Annexure-3)
  - Tender Notice (Pages 1-3)
  - Important Notes (Annexure-2)
  - Terms & Conditions Governing Purchase of Stores (Annexure- 7)

#### 14. LANGUAGE & CORRECTIONS

- The Tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- All entries in the tender shall either be typed or written legibly in ink. Erasures and over-writings are not permitted and may render such tenders liable for rejection.
- Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- All cancellations and insertions shall be duly attested by the tenderer.
- All columns for price format shall be filled. If not applicable, please write "NA".

#### 15. TENDER EVALUATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order

#### 16. PRICE DISCREPANCY

- Total/Gross total of prices should be indicated both in words as well as in figures. If there is a discrepancy between unit prices, total price quoted in words and figures, the arithmetical errors will be rectified on the following basis.
- If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- In case of any other discrepancy, the decision of the purchaser will be final.

#### 17. DISCOUNTS

Discount offered by any bidder against the present tender enquiry, which is also indicated to be applicable to any other enquiry, shall be considered against the present tender enquiry only.

18. The offers of Bidders who are in banned List and also the offers of Bidders, who engage in services of banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com)

19. 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.**

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- 10) 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.

MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.

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

20. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website <http://www.bhel.com>.

(ANNEXURE-3)INSTRUCTIONS TO TENDERERS

1. Technical Bids will be opened on the due date and time as mentioned above, in the presence of tenderers who would like to be present.
2. The prices quoted should be for F.O.R. destination delivery, inclusive of risk in transit and remain **valid for 90 days from the due date of tender opening**. Whenever the tenderers quote F.O.R. dispatching Railways Station/Lorry Godown they should indicate the approximate freight charges up to destination.
3. Break up details of taxes, duties and other applicable charges for F.O.R. destination delivery should be furnished specifically, failing which the purchaser will not be liable for payment of the same.
4. The prices quoted shall be firm and no revision of prices will be entertained after the quotations are opened. The rates quoted shall be firm during the entire duration of the contract i.e., till the supply of quantity (3000MT) with tentative delivery Schedule as mentioned.
5. The seller shall specify manufacturer's name trademark, patent No. if any and furnish illustrative leaflets giving technical particulars along with the quotation.
6. The purchaser shall not be bound to accept the lowest or any other quotation and shall be entitled to accept or reject any quotation in part or full without assigning any reason whatsoever.
7. Offers received after the specified time of their "Submission" are treated as Late Tenders and shall not be considered.
8. A list of parties to whom similar stores have been supplied in the past should be furnished with relevant particulars.
9. The seller shall also indicate the manufacturing, quality control and testing facilities available with them.
10. **Tenderers should fill the format-1 for all the items except price and should attach with technical part of bid and with price in price part of bid.**
11. In case of contradiction / conflict between 'terms & conditions governing purchase of stores' and 'special terms & conditions', the latter shall prevail.
12. **PAYMENT AUTHORITY:** Construction Manager, BHEL Site office, Anpara- D Thermal Power Station, Dist. Sonebhadra-231225.

**(ANNEXURE-4)****SPECIAL TERMS & CONDITIONS**

1. **OFFERS RECEIVED FROM MANUFACTURERS ONLY SHALL BE CONSIDERED.**
2. **QUANTITY VARIATION: QUANTITY VARIATION OF  $\pm 15\%$  IS ACCEPTABLE.**
3. MANUFACTURER'S TEST CERTIFICATE FOR VARIOUS TESTS TO BE CONDUCTED AFTER 7 DAYS & 28 DAYS SHALL BE FURNISHED & SHOULD BE DULY SIGNED WITH A SEAL OF THE COMPANY. CEMENT SHALL ALSO BE INSPECTED ON RECEIPT FOR DAMAGE ETC. /SHORTAGE (SINCE INSURANCE IS IN THE SCOPE OF THE SUPPLIER) .
4. PRICE QUOTED SHOULD BE FOR F.O.R. DESTINATION DELIVERY AT **BHEL SITE OFFICE, ANPARA D, UPRVUNL, DISTT, SONEBHARA -231225, U.P.** UNLOADING OF CEMENT AT SITE , IS NOT IN THE SCOPE OF SUPPLIER OR IS IN THE SCOPE OF BHEL.
5. Price quoted should be inclusive of all the applicable charges, Taxes and Duties. However rates of Excise Duty, Sales Tax & other statutory levies should be indicated separately . Variation in Excise Duty, Sales Tax or any other statutory levies during contractual delivery period shall be to BHEL's account. BHEL shall issue "C" form against submission of E1 forms by supplier for supply of cement from outside UP. BHEL shall arrange the Road permits and materials shall be consigned to ultimate customer.

In case of supply from within UP (Local supply), Input VAT credit shall be available to BHEL against furnishing of VAT invoice by supplier. In such case, evaluation shall be done on the basis of net cost to BHEL after considering VAT Input Credit.

6. QUOTED RATES SHALL REMAIN FIRM DURING THE SUPPLY PERIOD EXCEPT FOR VARIATION IN DUTIES / TAXES AS MENTIONED AT SL. NO. 4 ABOVE.  
THE QUANTITIES INDICATED ARE TENTATIVE AND NO COMPENSATION SHALL BE ADMISSIBLE ON CHANGE IN ACTUAL REQUIREMENT BY BHEL.
7. OUR PAYMENT TERMS ARE 100% PAYMENT + 100% TAXES AND DUTIES, P & F, FREIGHT & INSURANCE ON SUBMISSION OF TESTS CERTIFICATES AND RECEIPT OF MATERIAL. PAYMENT SHALL BE RELEASED AGAINST SUPPLIER'S COMPLETE INVOICE (INCLUDING ALL CERTIFICATE AND DOCUMENTS) WITHIN 30 DAYS OF RECEIPT OF INVOICES. **NO ADVANCE SHALL BE PAID AGAINST THE SUPPLY OF CEMENT.**
8. BHEL & ITS CUSTOMER AT SITE SHALL CONDUCT BATCH WISE TESTING OF CEMENT. IN CASE OF NONCONFORMITY IN RESULTS, SUPPLIER MAY ARRANGE RETESTING AT NATIONAL TEST LAB / GOVERNMENT APPROVED TEST HOUSE BY TAKING JOINT SAMPLE FOR CONFIRMATION. CONSEQUENCES OF NONCONFORMITY IN RESULTS SHALL BE THE RESPONSIBILITY OF THE SUPPLIER.
9. IN CASE OF DELAY/DEFAULT ON THE PART OF THE SUPPLIER, BHEL RESERVES THE RIGHT TO PROCURE QUANTITIES FROM OTHER SUPPLIERS AT ORIGINALLY ORDERED RATE OR HIGHER RATES AT THE RISK AND COST OF THE SUPPLIER OR L.D. SHALL BE IMPOSED.  
***LR/ GR/ RR date for indigenous supplies shall be treated as the date of dispatch for levying L.D.***
9. BIDDERS SHOULD FURNISH BREAKUP DETAILS OF PRICE QUOTED, SUCH AS BASIC PRICE, EXCISE DUTY, FREIGHT CHARGES, SALE TAX, SERVICE TAX / VAT AND THE OTHER APPLICABLE CHARGES.
10. IN CASE, PRICE INDICATED IN PRICE BID DOES NOT MATCH WITH THE TOTAL OF ITEM WISE BREAK UP, THE HIGHEST PRICE SO CALCULATED SHALL BE CONSIDERED FOR EVALUATION BUT IN CASE OF ORDER THE SAME SHALL BE PLACED AT THE LOWEST PRICE.  
**NOTE: NON ACCEPTANCE OF OUR TERMS AND CONDITIONS MAY RESULT IN TO REJECTION OF OFFER.**

**Signature with seal of Bidder**

**(As a confirmation on acceptance of Special Terms and Conditions.)**



FORMAT-I

ANNEXURE-5

ENQ.NO. BHEL-PSNR/SCP/SS/E - 2691

TO BE FILLED BY THE BIDDER AND ENCLOSED AS  
TECHNICAL BID PART I (UNPRICED BID).

NAME OF BIDDER:			
CONTACT DETAILS:			
GRADE & QUANTITY OF CEMENT TO BE SUPPLIED:		OPC Gr-43 AS PER IS 8112 3000MT	DUE DATE: 27.08.2015
EXCISE REGISTRATION NO. :			
Sl. No.	DESCRIPTION	UNIT RATE (LUMPSUM IN RS.) OR (IN PERCENTAGE)	REMARK
	1	2	3
1	WHETHER BASIC UNIT EX-WORKS PRICE QUOTED IN BID PART-II	YES / NO	
2	WHETHER PKG. AND FORWARDING CHARGES QUOTED IN BID PART-II	YES / NO	
3	RATE OF EXCISE DUTY+ CESS	% OF	
4	RATE OF CST AGAINST FORM C (E1 FORM PROVIDED BY SUPPLIER),OR VAT AS APPLICABLE.	% OF	
5	WHETHER FREIGHT & TRANSIT INSURANCE CHARGES (Via Road) QUOTED IN BID PART-II	YES / NO	
6	WHETHER OCTROI CHARGES QUOTED IN BID PART-II	YES / NO	
7	OTHER LEVIES/ CHARGES QUOTED IN BID PART-II		
8	VALIDITY OF OFFER	AS PER TENDER	
9	DELIVERY PERIOD	AS PER TENDER	
10	PAYMENT TERMS	AS PER TENDER	
11	SUBMISSION OF TEST CERTIFICATE	SHALL BE SUBMITTED	
12	INSPECTION	AS PER TENDER	
13	OTHER		

**NOTE:**

- Offers should preferably be submitted as per the terms & conditions of the NIT and should be indicated "As per NIT". However, in case of any deviation, the same should be specifically furnished by the bidders.
- The bidders should clearly mention whether or not the charges against all above columns are included in their quoted prices.
- Bidders are required to quote all the applicable charges **OR** clearly mention **N.A.** against items which are not applicable.
- For the **charges quoted in percentage**, bidders must **specify the price component** on which it is chargeable.
- Price basis should be indicated clearly, as 'F.O.R. Destination'.**

Signature of Bidder with Seal



FORMAT-A

PRICE SCHEDULE

ANNEXURE-6

ENQ.NO:BHEL- PSNR/SCP/SS/ E -2691

**TO BE FILLED BY THE BIDDER AND ENCLOSED  
AS PRICE BID PART II**

NAME OF BIDDER:

Sl.No	DESCRIPTION	QTY. (UNIT)	UNIT RATE/ PERCENTAGE	TOTAL AMOUNT
	1	2	3	4
1.	BASIC EX- WORKS PRICE	3000 MT		
2.	PACKING & FORWARDING CHARGES	3000 MT		
3.	EXCISE DUTY + CESS	3000 MT		
4.	CST AGAINST FORM C (E1 FORM TO BE PROVIDED BY SUPPLIER) OR VALUE ADDED TAX (VAT) @ % RATE	3000 MT		
5.	FREIGHT & INSURANCE CHARGES Via Road	3000 MT		
6.	OCTROI CHARGES			
7.	OTHER LEVIES, IF ANY			
8.	OTHER CHARGES (NOT SPECIFIED ABOVE)			
9.	TOTAL ORDER VALUE F.O.R DESTINATION	3000 MT		
10	- LESS VAT INPUT CREDIT AVAILABLE TO BHEL AGAINST VAT INVOICE FOR SUPPLIES FROM U.P			
11	NET COST TO BHEL (SUM OF Sl. Nos 9+(-) 10)			

**NOTE:**

- Offers should preferably be submitted as per the terms & conditions of the NIT and should be indicated "As per NIT". However, in case of any deviation, the same should be specifically furnished by the bidders.
- The bidders should clearly mention whether or not the charges against all above columns are included in their quoted prices.
- Bidders are required to quote all the applicable charges **OR** clearly mention **N.A.** against items which are not applicable.
- For the charges quoted in percentage, bidders must specify the price component on which it is chargeable
- Price basis should be indicated clearly, as 'F.O.R. Destination'.
- Bidder should note that Tender evaluation shall be done on Sl. No. 11 above i.e 'Net Cost to BHEL' basis. However Purchase Order shall be placed on TOTAL ORDER VALUE F.O.R DESTINATION' on FIRM PRICE BASIS. However; actual supply variation may be 3000MT  $\pm$  15%.

(Signature of Bidder with seal)

(ANNEXURE-7)TERMS & CONDITIONS GOVERNING PURCHASE OF STORES

1. The above purchase order will be governed by the terms of the Instructions to the tenderers and General Conditions of contract of Bharat Heavy Electricals Ltd. The following conditions will apply to the extent they are not modified by any of the conditions specifically agreed to in the order.
2. **PACKING:** - The seller will be responsible for the stores being sufficiently or properly packed so as to ensure their being free from any loss and or damage or arrival at destination. The seller shall further ensure protective packing of the stores suitable for tropical conditions to avoid loss damage or atmosphere effect during transit. The packing standard shall comply with relevant National Standards where available, carrier's conditions of packing or established trade practice. 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 not with standing whether the insurance is arranged by him or not. The packing materials and cases shall be supplied free of cost unless otherwise agreed.
3. **INSPECTION:** - Final inspection for the stores will be carried out at the destinations/site/purchaser's works by the purchaser's authorized inspecting officer. Wherever preliminary or stage Inspection is to be carried out at the seller's works the same is subject to final acceptance/after receipt of the stores at the destination site, purchaser's works as the case may be and the decision of the purchaser shall be final.
4. **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 cost and risk 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.
5. **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 there. The time for and date of delivery of the stores shall be of the essence of the purchase order. 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.
6. **TEST CERTIFICATE:** - The seller shall carry out all routine tests and such order tests as prescribed by the purchaser in his works and/or any other places as stipulated in the purchase order. Necessary test Certificate shall be provided to the purchaser at no extra cost. The seller shall also provide at no extra cost the required number of catalogues, drawings and other manuals related to stores.
7. **GUARANTEE:** - The stores shall be guaranteed for design, material and workmanship and also for performance stipulated by the purchaser in the order or conditions. Unless specified otherwise in the purchase order, the period of guarantee shall be 12 months from the date of commissioning or 18 months from the date of despatch whichever is earlier.
8. **TERMS OF PAYMENTS:** - Unless otherwise agreed payment will normally be made within 30 day of receipt of the stores in good condition at the destination. While claiming payment the seller shall furnish to the purchaser despatch documents like Railway Receipts, Invoice etc. in such number and manner as provided in the purchase order.
  - 8.1 It is expressly understood and agreed that in the event of rejection of stores for which payment has been effected, the seller also agree to bear any demurrage or other charges arising out of any delay in retiring the documents from bank due to delayed/insufficient/incorrect information/documents through bank and pay all incidental charges thereof.
  - 8.2 Any bank charges incurred by the seller in retiring the documents through bank shall be borne by the seller and the seller shall also agree to bear any demurrage or other charges arising out of any delay in retiring the documents from the Bank due to delayed/insufficient/incorrect information/documents furnished by him.

- 8.3 Wherever the terms of delivery are F.O.R. forwarding station the seller shall ensure that carriers do not delay despatch of the stores once the carriers receipt is obtained.
9. **INSURANCE** :- Wherever specifically agreed to and a request thereof is made the seller will insure at the cost the stores for all transit risk including 30 days storage risk from the date of delivery of stores at the final destination in all other cases.
10. **FAILURE AND TERMINATION**:- If the seller fails to deliver the stores or instalment thereof within the period fixed for such delivery of any time repudiates the purchase order before the expiry of such period, the purchaser may without prejudice to the right of the purchaser to recover damages for breach of the purchase order also :-
- (i) a). LD (Liquidated Damages) in case of staggered delivery schedule, 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.  
b). In case of any amendment/ revision, the LD shall be linked to the amended / revised PO value.  
c). LR/GR/RR date shall be treated as the date of dispatch for levying LD. Or
- (ii) Purchase or authorise the purchase elsewhere without notice to the seller, on the account and at the risk of the seller (along with 5% overhead of differential cost)of the stores not so deliver or other of a similar description ( where stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily procurable) without cancelling the purchase order in respect of the instalments not yet due for delivery, or
- (iii) Cancel the purchase order on a portion thereof and if so desired purchase or authorise the purchase of stores not so delivered or others of a 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. If the seller had defaulted in the performance of the original order, the purchaser shall have the right to ignore his tender for risk purchase even through the lowest where action is taken under sub clause (ii) or Sub Clause (iii) above, the seller shall be liable for any loss which the purchaser may sustain on that account provided the purchase or if there is an agreement to purchase.
11. **INSOLVENCY AND BREACH OF CONTRACT**: - The purchaser may at any time by notice in writing summarily determine the contract without compensation to the seller in any of the following events, that is to say:-
- (i) If the seller being an individual or if a firm any partner thereof, shall at any time, be adjudged Insolvent or shall have a receiving order or order for administration. If this estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- (ii) If the seller being company is wound up voluntarily or by the order of a court or a receiver liquidator of a manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitle the court of debenture-holders to appoint a receiver liquidator or manager, or
- (iii) If the seller commits any breach of purchase order not herein specifically provided for :  
Provided always that such determination shall not prejudice and right of action or action or remedy which shall have occurred or shall occur to thereafter to the purchaser and provided also the seller shall be liable to the purchaser for any extra expenditure it is thereby put to and the seller shall under no circumstances be entitled to any gain on repurchase.
12. **SUB CONTRACT**: - The purchase order or any part thereof shall not be sub-contracted, without previously obtaining the purchasers consent in writing.
13. **METRIC SYSTEM**: - The seller shall indicate metric measurement to all documents.
14. **INDEMNITY**: - The seller at all times Indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs of trade mark negligence, defective material or injury to seller or his agent.
15. **FORCE MAJEURE**:-The following shall amount to Force Majeure:-
- 15.1) 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.

**15.2)** 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.

**16. ARBITRATION & RECONCILIATION:-**

**16.1)** 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

**16.2)** 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.

**16.3)** The cost of arbitration shall be borne equally by the parties.

**16.4)** Stores under the contract shall be continued during the arbitration proceedings

**17. DISPUTES:** - In all cases of disputes the decision of General Manager of purchase shall be final.

**18. JURISDICTION:** - Any court of the place from where the purchase order is issued shall alone have jurisdiction to decide any dispute arising out of in connection with the purchase order.

**19. GENERAL:** - Save as specifically accepted by the purchaser, terms and conditions of the seller contained in his quotation shall not given application to the purchase order.

**ANNEXURE-8**

**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;

1. Name of Designation of official:
  
2. Postal Address (Complete):
  
3. Telephone Nos. (Land line & Mobile both):
  
4. FAX No.:
  
5. E-mail address:
  
6. 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 (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**ANNEXURE-9**

**CERTIFICATE OF NO DEVIATION**

(To be given in Letter Head)

**TENDER No. : BHEL-PSNR/SCP/SS/E-2691**

**I/ WE, M/S.**

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HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

**SIGNATURE AND STAMP OF THE BIDDER**

**ANNEXURE-10****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 -