



Bharat Heavy Electricals Limited, Jhansi

ANNEXURE: 1

SPECIAL CONDITIONS TO ENQUIRY NO. E5160003

- 1.1 Sealed quotations are invited in Two Part Bid System for doing Techno Commercial MOU for 1 years for procurement of **6000MT of Steam Coal, Grade "B"**, for details and other T&C, refer Enquiry Sheet and **Annexure: 1-7** enclosed herewith. The offer should be submitted in **Two Parts (Two separate sealed envelopes super scribed with Part No. given below, Enquiry No. & Due date on the envelope)** on or before the due date of opening.

- (a) Part – I : Technical, Commercial & General Terms and copy of blanked Price bid
(b) Part – II : Price Bid

Enquiry No.	: E5160003
Due date of Tender Opening	: 10/02/2017 (14:00 hrs)
Last date of submitting Tender	: 10/02/2017 (till 13:15 hrs)

- 1.2 Techno Commercial MOU shall be done for 1 years for placement of Purchase Order and for deliveries in further 3 months thereafter. Price bid to be submitted with this tender must be for 1st lot only i.e. for 1500 MT. Price bid for remaining quantity (3 lots) shall be called subsequently within validity of techno commercial MOU only from techno-commercially qualified vendors.

2.0 General:

- 2.1 Quotation to be submitted as per description mentioned in our Enquiry Sheet and T&C mentioned in this Annexure: 1. Offer to be submitted strictly in two bid system only and the deviations (*if any*) should be brought out clearly in Techno-commercial bid: Part - I.

- 2.2 For specifications & other requirements of the material, refer Enquiry Sheet and quotation should comply with the specifications and requirements mentioned therein.

- 2.3 Only Techno-Commercial Bid: Part – I shall be opened on the due date of opening at 14:00 Hrs. Price Bid: Part – II shall be opened of only techno-commercially acceptable offers at a later date which will be intimated to eligible vendors.

- 2.4 **Entry Tax** as applicable shall be paid by BHEL and shall be loaded in the price quoted by vendors for arriving at Landed Cost, if the same is not included in their prices.

- 2.5 **Quantity Tolerance** - should not be more than range +/- 5% of the required quantity. No regularization for quantity shall be done in PO, if excess quantity is supplied beyond the plus 5% of total PO quantity.

- 2.6 BHEL requires quoted price to be **"FIRM"** for the entire delivery period and shall be furnished in the Price Bid (Part – II) format only attached herewith as **Annexure: 4**. Please note that if Price bid (Part-II) contains any comments/ conditions, which are not mentioned in Blank Price Bid, same shall not be considered and BHEL shall reject such offers. Copy of blank price bid to be submitted along with 'techno-commercial bid.'

- 2.7 Offer of Vendor(s) who are under HOLD by BHEL on the date of price bid opening, "DELISTED" or "BANNED" with BHEL shall not be considered.



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2.8 Vendors to submit offer complete in all respect. The supporting documents for qualifying requirements to be submitted along with offer. In case of any deficiency in documents/ deviation is observed, same has to be provided within 4 days of intimation, failing which offer shall be rejected & shall not be considered further for reverse auction/ price bid opening.

2.9 Offer Evaluation:

The offers shall be evaluated on the total delivered cost to BHEL i.e. on F.O.R. BHEL, Jhansi basis Net of CENVAT. The delivery term is to be quoted on FOR BHEL Jhansi Basis (i.e. freight & insurance to supplier's account). No other delivery terms are acceptable. Offers received with any deviation to above shall be rejected.

2.10 Late offers:

Please note that the offers received after 13:15 pm on the due date or received after due date are treated as “**Late Offer**” which will not be considered by BHEL. Hence, please ensure to submit the quotation well in time.

2.11 Timely Delivery:

The purchase order shall be issued according to BHEL's requirement giving required lead time for supply. Our requirement for delivery is commencement of supply within 15 days from LOI/PO (excluding date of LOI) with supply rate of about 125 MT to 150 MT per week. Supplier to confirm their delivery schedule. Offers with commencement of delivery beyond 15 days and not confirming above weekly schedule shall be liable for rejection.

2.12 General Terms & Conditions:

The General Terms & Conditions of *Enquiry* for Vendors are enclosed herewith as **Annexure:**
3. Vendors have to confirm their acceptance / non-acceptance specifically clause-wise.

2.13 Mandatory Submission with Quotation:

Please fill up all columns of **Annexure 2** and submit the signed sheet along with Techno Commercial offer.

3.0 Discrepancy

In case any discrepancy in the terms & conditions between special conditions (Annexure-1 & 2) and general terms & conditions (Annexure-3) of this tender, clause given in special conditions (Annexure-1 & 2) shall prevail over the general conditions (Annexure-3).

4.0 Delivery

4.1 The delivery has to be made by Trucks which should not weigh more than 40 MT in fully Loaded condition (i.e. Truck + coal Weigh should not exceed 40 MT). Our weighing capacity is of 40 MT only hence suppliers are advised to keep this condition in mind. While sending trucks If weightment of trucks are more than 40 MT, BHEL has to depute a person for witnessing the weighment. This results in delay/detention of trucks. On each violation of above conditions (gross weight more than 40 MT), Rs. 5000 per truck shall be deducted from supplier's bills. This condition shall be made part of purchase order.



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- 4.2 Please note that each truck shall be inspected at BHEL Jhansi for presence of any undesired substances like dust, moisture, stone, slate, etc. and as per IS norms. Unsatisfactory consignment may be rejected without further analysis.
- 4.3 The delivery schedule given in the header of enquiry are only indicative. Commencement of delivery is required within 15 days of LOI/PO. After commencement of delivery, the delivery is to be maintained uniformly with about 125 MT to 150 MT supplies per week (and about 500 MT to 600 MT per month).

5.0 Earnest Money Deposit

- 5.1 Bidder has to furnish Earnest Money Deposit (EMD) of Rs 1.5 lacs (for 1st lot) along with the Techno-commercial Bid of their offer for as indicated in Enquiry in form of Demand Draft or Pay order only in favour of Bharat Heavy Electricals Limited, Jhansi payable at BHEL Jhansi. Techno commercial suitable supplier has to submit EMD of Rs. 1.5 Lacs with each price bid of 2nd, 3rd & 4th lot
- 5.2 MSME Vendors need not to give EMD. Vendor has to provide copy of MSME certificate duly notarised & a certificate from CA as per Annexure 5 of tender documents for availment of this facility.
- 5.3 Vendors who had submitted EMD in past enquiries of BHEL and complete quantity ordered on them has been accepted BY BHEL (subjected to acceptance of material on SRV) may have an option to not give new EMD, their past EMD shall be considered in this enquiry. Provided vendor has to provide reference of the past enquiry.
- 5.4 EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/ vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and for unilaterally changes the offer and/or any of its terms & conditions within the validity period.
- 5.5 EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award/LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Contract Execution Guarantee (refer clause no. 6.0).
- 5.6 EMD shall not carry any interest.
- 5.7 Offers received without EMD in original shall not be considered.

6.0 Contract Execution Guarantee

- 6.1 L1 supplier must submit Contract Execution Guarantee of Rs. 1.5 Lacs within 7 days of PO date. Contract Execution Guarantee can be submitted in followings forms:
- Cash (as permissible under the extant Income Tax Act)
 - Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)



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- e. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- 6.2 Contract execution guarantee will be valid for the period of supply with 3 months claim period thereafter.
- 6.3 EMD of successful bidder can be converted & adjusted against Contract Execution Guarantee.

7.0 Reverse Auction

"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

8.0 Vendors have to furnish the acceptance to the Terms & Conditions mentioned in Annexure 1-3. In case of any deviation, the same may please be brought out separately in Part-I bid. If no deviation is mentioned against any para, it will be assumed that vendor has agreed to all the conditions mentioned therein.



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9.0 All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g. GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g. GST).

For Further Clarification:

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Phone No. 0510-2412779

FAX No. 0510 - 2412120

E-Mail ID maurya@bheljhs.co.in

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Annexure -2

CONFIRMATION SHEET FOR ENQUIRY E5160003

(To be submitted by Supplier with Offer)

(Supplier should fill up this bid by data in the dotted space or by putting tick in the remark column)

(A)	QUALIFYING REQUIREMENTS:	
SL. No.	Terms & Conditions	Remarks
1	Qualifying Conditions for Bidder:	
(a)	Bidder must have experience of supply of steam coal in bulk quantity to large organizations. In support of this at least one copy of Purchase order issued to bidder within two years from the date of tender opening, of minimum 300 MT quantity to be submitted.	Accepted PO No. PO Date. Quantity
(b)	Bidder to submit execution certificate or any other supporting document to confirm submitted in support of PO submitted w.r.t. Qualifying Requirement point Sl. No. 1 for Govt. / PSU order/s. OR Bidder to submit execution certificate along with VAT/CST/TDS certificate (any one) of at least one invoice of steam coal supply to confirm successful supply in support of PO submitted w.r.t. Qualifying Requirement point Sl. No. 1 for order / s received from private agencies.	Accepted & submitted
(c)	Bidder Should have an Average Annual turnover of Rs. 40 Lacs (Forty Lacs only) during the last 3 years ending 31 st march of 2016 and Annual Report (Balance sheet and Profit & loss account) of last 3 years to be submitted in support of this. Turnover value will be averaged out by 3 in case the firm has less than 3 years of existence and submitted the documents accordingly.	Accepted & enclosed Balance Sheet and Profit & Loss statement of FY 2013-14, 2014- 15 & 2015-16
2	Earnest Money Deposit: (Select any One)	
(a)	The offer is to be submitted along with EMD of Rs 1.5 Lacs in favor of BHEL Jhansi along with Techno- Commercial Bid - Part-1 in form of Demand Draft or Pay order only in favour of Bharat Heavy Electricals Limited, Jhansi payable at BHEL Jhansi. Note: MSME vendors need not to submit EMD.	Accepted Demand Draft No. Date
(b)	Vendors who had submitted EMD in past enquiries of BHEL and complete quantity ordered on them has been accepted BY BHEL (subjected to acceptance of material on SRV) may have an option to not give new EMD, their past EMD shall be considered in this enquiry. Provided vendor has to provide reference of the past enquiry.	Accepted Past Enquiry/PO reference No.
3	Further evaluation of bid of suppliers who do not meet above qualifying requirements shall not be done and their bids shall be rejected and returned along with their EMD.	Accepted



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(B)		TECHNO COMMERCIAL REQUIREMENTS:	
SL.No.	Terms & Conditions	Remarks	
1	Steam Coal Grade 'B' as per M/s Coal India Standard and confirming to IS: 770-1977 for our FBC Boiler. Useful Heat Value: 5600-6200 Kcal/Kg. Gross Calorific value: 6049-6454 Kcal/Kg. (At 5% Moisture Level). Size: 20mm X 40 mm and not more than 25% passing through 8 mm mesh. Ash+ Moisture content: 19.6-23.8% (At 60% RH and 40 Deg. Celsius). Note: Stones in coal shall be not accepted. If found it is the duty of the supplier to take it back at his own cost.	Accepted	
2	Quantity tolerance of supply should not be more than +/- 5% of Purchase Order Quantity. No payment shall be released for any quantity supplied in excess of 5%.	Accepted	
3	(a) Techno Commercial MOU shall be done for 1 years for placement of Purchase Order and for deliveries in further 3 months thereafter.	Accepted	
	(b) The prices quoted are strictly as per the blank price-bid (Annexure-4).	Accepted/ Not Accepted	
	(c) Price bid to be submitted with this tender must be for 1st lot only i.e. for 1500 MT. Price bid for remaining quantity (3 lots) shall be called subsequently within validity of techno commercial MOU only from techno-commercially qualified vendors. Prices quoted in price bid are firm for the delivery of entire lot for which price is called	Accepted	
	(d) Copy of Blank price bid duly signed is attached in Techno commercial bid	Accepted	
4	Prices quoted in price bid are valid for 60 days from date of opening of tender	Accepted	
5	Rates quoted as basic price are on FOR BHEL Jhansi basis i.e are inclusive of freight, Insurance Packing & Forwarding Charges	Accepted/ Not Accepted	
6	Rate of Excise Duty including education Cess	%	
7	Rate of CST or VAT (please tick CST or VAT)	%	
8	Entry Tax (only 1 of the 03 option to be chosen by party (Strike off the 2 options not chosen)	a. Included in basic price b. Not included and quoted separately but payable by bidder c. Not included in basic price and payable by BHEL	
9	In case Entry tax is payable by BHEL Loading of same will be done on price of bidder as per sl no. 8 of price bid (Not Applicable in case option 'a' or 'b' chosen at Sl. No. 8)	Accepted/ Not accepted/ Not Applicable	
10	Unloading at BHEL, Jhansi in Bidder's Scope (In such cases supplier has to take permission from CISF BHEL, Jhansi in Advance on arrival of truck for the labour by name. Such permission shall be given for max 5 days on each occasion)	Accepted/ Not accepted	



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11		If unloading in Bidders Scope is accepted, Rates for same have been quoted in price bid at sl. no. 6	a. Yes b. In BHEL Scope
12		In case option (b) is chosen at Sl no. 11 i.e if unloading in bidders Scope is not accepted, BHEL will load price bid of bidder by unloading charge of Rs 73 per MT as at Sl no. 06 of price Bid. (Not Applicable in case option 'a' chosen at Sl. No. 11)	Accepted/ Not accepted/ Not Applicable
13		Our requirement is commencement of delivery within 15 days (from date of LOI/PO, excluding day of LOI/PO) and supply at the rate of about 125 MT to 150 MT per week. Please confirm acceptance, if answer is "not accepted", offer may be rejected.	Accepted
14		LD Clause – Failure to supply by the time specified as per SL No 13 above and as per Purchase order delivery will make supplier liable to pay penalty of 0.5 % of value of supply not delivered for every week or part there of delay subject to max of 10% of the delayed order value	Accepted
15		Quantity given in enquiry is tentative. Quantity of 1 st lot is firm however quantity of remaining lot can be changed.	Accepted
16		BHEL can short clause this techno-commercial MOU at any time during contract execution period at the discretion of BHEL.	Accepted
17	Payment terms: (Select any One)		
	(a)	100% payment after 60 days of receipt and acceptance of material at BHEL works. (For other than category 1 or 2 MSMED supplier).	Accepted / Not Accepted
	(b)	If you are category 1 or 2 MSMED registered supplier, then payment in 45 days of receipt of acceptance of material is acceptable. If not registered as MSMED category 1 or 2, then payment within 45 days of receipt & acceptance of material, subject to submission of attested copy of MSMED certificate by notary/ gazetted officer. CA certificate as per format Annexure-5 attached. The vendors must necessarily send CA Certificate and attested copy of MSMED Certificate (along with tender) in case they exercise this option. In absence of these two documents this payment term cannot be given.	Accepted / Not Accepted
	(c)	You have to submit your offer choosing any one of the above payment terms only. Offers with any deviation to above payment terms will not be accepted.	Accepted
18		Testing of Coal quality:- BHEL may check the gross calorific value of supplied coal in BHEL's material test lab/ in government approved test lab. Coal sample/s will be taken in presence of supplier & BHEL Representative. A) If gross calorific value of tested sample/s is found below the required value; then available stock of corresponding lot will be returned back to the supplier or will be used with deduction as deemed fit by BHEL for that particular lot. B) If returned, supplier has to take rejected lot back at his own cost.	Accepted
19		Offer is submitted in two bid. Offer sent in single bid shall be rejected.	Accepted
20		Risk Purchase Clause: - After placement of PO against this tender, in case vendor fails to make supplies of coal as per the terms & conditions	Accepted



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		of our PO, BHEL reserves the right to procure the coal from alternative sources, at the risk & cost of supplier.	
21		As a token of acceptance of tender terms & conditions, signed copy of Annexure-1, Annexure-2, Annexure-3 and Annexure-4 are submitted also with offer.	Accepted
22		The delivery has to be made by trucks which should not Weigh more than 40 MT in fully loaded condition. If gross weight is found more than 40 MT then Rs. 5,000 per truck shall be deducted from bills	Accepted
23		In case any discrepancy in the terms & conditions between special conditions (Annexure-1 & 2) and general terms & conditions (Annexure-3) of this tender, clause given in special conditions (Annexure-1 & 2) shall prevail over the general conditions (Annexure-3).	Accepted
24		Reverse Auction – Please Refer clause 7.0 of Annexure – 1 and confirm that you will participate in Reverse Auction. Also confirm acceptance of terms & condition of RA as per annexure – 6.	Accepted / Not Accepted
25		E-Sancharan (Road Permit) – For the suppliers outside U.P., Road permit (Form 38) shall be given in online mode (E-Sancharan) as per the govt. of U.P. Rules. For issuance of road permits suppliers have to provide details as per attached Annexure 7 to BHEL through email. Not Applicable for vendors of U.P.	Accepted
26		All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g. GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g. GST).	Accepted

Note:

Offers with any deviation for (A) – Qualifying requirements SL. No. 1, 2 & 3) and (B)- Techno Commercial requirements SL No. 1, 2, 3, 4, 5, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23 & 26 shall be summarily rejected.

(Signature and Name of the Bidder)

Name:

Company Seal:



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Annexure -3

General terms and Conditions for Purchase Enquiry

1. Offer must be submitted in a sealed cover. The cover should bear our enquiry number, due date of opening and name of her bidder.
2. When offer is invited in two bids, outer cover, inner Cover-I (Techno Commercial bid) and inner cover -II (Price-Bid) must bear our tender no., due date and bidders name. Offers received in single bid will be by passed.
3. The offer should reach this office on or before 13:15 hrs. on the due date. The tender can also be dropped in the Tender Box kept at Administrative Building Gate. The tenders will be opened after 14:00 hrs. on the due date in presence of all bidders who will be present.
4. Offer should be free from overwriting or erasures. Corrections or additions, if any should be attested.
5. No enhancement of rate for whatever cause is allowed once the offer is accepted and the order is placed. Withdrawal from the quotation after it is accepted or failure to make the supply within the schedule period will entail cancellation of order, forfeiture of earnest money if any and/or imposition of risk & cost purchase.
6. Material offered should be of required quality and conforming strictly to our specification/drawings or to the specifications in the drawings. Any deviation must be clearly stated in the offer with particular clause/detail in our specification/drawing for which deviation is quoted. All required documents/details e.g. QA Plan, type TCs, drawings and date sheet etc. must be submitted along with the offer.
7. Irrespective of whether it is mentioned in our specification, all machines/equipment are required to be calibrated in metric units and certificates "must be issued where applicable".
8. Work test certificates/Inspection certificates/guarantee certificate/compliance certificate, etc. will be required to be submitted along with supplies in case an order, is placed.
9. In case an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply where applicable.
10. Sample must be submitted where specified so as to reach us on or before the due date of tender.
11. Required lead time for affecting supplies along with available capacity should be indicated in the offer.
12. Failure to supply by the time specified on the order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week subject to a maximum of 10% of the order value unless agreed otherwise.
13. The quantities for each item to be purchased may vary from the tendered quantity according to our actual requirement at the time of placing orders.
14. PAYMENT TERMS:
 - i. Our standard terms of payment is 100% payment after 60 days of acceptance of material at our works. In no case, interest for overdue period will be borne by BHEL. Advance or LC payment terms shall generally not be considered and offers received with other than our standard terms of payment can be bypassed (except SIDBI discounting facility will be accepted for suppliers to whom this facility has been granted).
 - ii. The bidders who are covered under MSMED Act- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. MSE suppliers can avail intended benefit only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II) or a valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if



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deficiency in the above required documents are not submitted before price bid opening. If tender has to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a gazette officer.

15. Bharat Heavy Electricals Ltd. Does not bind itself to accept the lowest of any tender, but reserves to itself the right to accept or reject all or a part of any tender at its discretion following BHEL Purchase Policy & government guidelines.
16. In all cases of disputes, the matter shall be referred for arbitration. The arbitrator shall be nominated by the Unit Head, Bharat Heavy Electricals Ltd., Jhansi or any other officer nominated by him. The award of arbitrator shall be final and binding on both the parties.
17. In case of any suit or other legal proceedings under or relating to this tender, the courts at Jhansi shall have full, jurisdiction.
18. Total delivered cost at BHEL Jhansi Railway siding/Works shall be the criterion for deciding the tender.
19. Unless otherwise specified, offer should be on ex-works basis with freight & insurance to be borne by BHEL.
20. Your quotation against this enquiry must be valid for ordering up to minimum of 90 days from the date of tender opening.
21. The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. Likewise, the offers of those bidder(s) will not be considered if the business dealings have been suspended (under hold / delisting) by BHEL, Jhansi with the bidder(s) during the given period.
22. ADDITIONAL FOR INDIAN SUPPLIERS:
 - i. If any material is booked to selves or if it is not consigned to BHEL Jhansi, any warfage or demurrage occurring from these shall be to the account of supplier. In case of road transport, material shall be booked only through our rate contract transporters mentioned in the purchase order.
 - ii. Where there is provision for payment of Sales Tax extra, it will be paid only if the registration number both under State Sales Tax and Central Sales Tax are specially mentioned on the bill/invoice. Your Sales Tax Registration number should be mentioned in the offer positively.
 - iii. Excise duty Gate Pass will be required in original. Applicable taxes & duties must be included in the offer.
23. ADDITIONAL FOR FOREIGN SUPPLIER:
 - i. For documentation and correspondence language shall be English only.
 - ii. Rates quoted should be on FOB basis. All dispatches are to be made by sea by IPBC conference vessels only unless otherwise stated in purchase order.
 - iii. Agency commission, if any, will be paid out of the FOB value after receipt & acceptance of material at BHEL Jhansi in Indian Rupees. TT buying exchange rate prevailing on the tender opening date or the letter of credit date or date of purchase order whichever is lowest will be considered for calculating the agency commission.
 - iv. The rates quoted should be inclusive of charges of packing and delivery of material upto the port of shipment on FOB terms. The material is required to be packed suitably in all respects considering the peculiarity of the material for normal transport by Sea/air and subsequently by Rail/Road in India suitably protected against the effect of tropical salt laden atmosphere in the event of consignment being delayed at Indian Ports before outward clearance. You should also furnish details of shipping specification, sizes, volume, weight, number of cases etc. When articles are packed with packing material of plant origin, phytosanitary certificate will be required.
 - v. Our standard terms of payment are 100% payment through bank against dispatch documents or 100% through sight irrevocable & unconfirmed letter of credit.
24. DEALING WITH INDIAN AGENTS OF FOREIGN SUPPLIERS
 - i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign supplier desires to avail of the services of an Indian Agent, then the foreign



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supplier should ensure compliance to regulatory guidelines – which require mandatory submission of an Agency Agreement.

- ii. It shall be incumbent on the Indian Agent and the foreign principal to adhere to the guidelines of the Government of India, issued from time to time.
- iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian Agent and their mutual interest in the business. All the services to be rendered by the agent / associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier / Indian Agent. Any payment, which the agent or associate, receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the agreement and made explicit in order to ensure compliance to laws of country.
- iv. Any agency commission to be paid by BHEL to the Indian Agent shall be in Indian Currency only.
- v. Tax deduction at source is applicable to the agency commission paid to the Indian Agent as per the prevailing rules.
- vi. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representative / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

25. BENEFITS EARMARKED FOR PURCHASE FROM MICRO AND SMALL ENTERPRISES (MSEs)- INDIGENOUS PURCHASE

- i. MSE suppliers who are registered by bodies like MSMED, NSIC and DIC specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) can avail the intended benefits only if they submit along with the offer, relevant documents including valid certificate as mentioned in "Format for Supplier MSME Status" on Supplier Information Portal of BHEL, Jhansi. In case the valid MSE registration of the bidder is already updated in SDC records of BHEL, Jhansi, it may not submit the details again.
- ii. Tenders to MSE suppliers shall be issued free of cost and no EMD wherever called for will be insisted upon. Such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-I in case of two part bid). Non-submission of such document will lead to consideration of their bid, at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.
- iii. In tender, participating MSEs quoting price within price band of L1 (on total cost to BHEL) +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE within price band of L1 (on total cost to BHEL) +15%, the supply shall be shared proportionately (to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However, if there are more than one MSE vendor at the same price level, then the quantity shall be distributed equally. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc. While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders.
The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 20% share is assured to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per 'manner of splitting' clause in NIT already cater to 20% share in the tendered load.
- iv. If an enterprise falling under any of the three categories as defined in the MSME Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium



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Enterprise for a period of three years from the date of such graduation to the higher category. It shall be obligatory on part of the bidders to inform BHEL of their upgraded status by providing the date of upgradation.

- v. In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged documents/certificates, has misrepresented the facts, has wilfully suppressed the facts, has resorted to unethical/ illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for suspension of business dealings.
26. Please also refer to our tender for any other terms and conditions.

BHEL



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ANNEXURE: 4

PRICE BID (PART – II) FORMAT to E5160003

SL. NO.		DESCRIPTION	%	AMOUNT (IN RS.)
1.		BASIC PRICE *(Rs / MT) ON FOR BHEL JHANSI BASIS (Shall remain firm during execution of the total lot)	NA	
2.	ADD :	EXCISE DUTY & EDU. CESS (If applicable)		
3.		SUB TOTAL (1+2)	NA	
4.	ADD :	CENTRAL SALES TAX OR VALUE ADDED TAX <i>(Please Tick whichever is applicable)</i>		
5.		SUB TOTAL (3+4)	NA	
6.		Un Loading charges at BHEL Jhansi (Rs/MT) To be quoted by Vendor *		
7.		SUB TOTAL (5+6)	NA	
8.		Entry Tax (Rs / MT) to be quoted (if not included in basic price quoted at sl. No. 1 above) The loading of entry Tax as applicable will be done by BHEL on sl. No. 7 (Present rate is 2%) in case the same is not quoted by vendor.		
9.	LESS :	SET-OFF TOWARDS VAT		
10.	LESS	CENVAT (if Excise Invoice is Provided)		
11.		GRAND TOTAL (7+8-9-10)		

* Vendors are requested to quote Basic Price after adjusting Discount Figure / Percentage, if any.

** The un-loading of coal is to be arranged by vendor and charges for the same to be quoted by vendor at sl. no. 6 above. In case the supplier does not quote the unloading charges, the same shall be done by BHEL, and un- loading charges of Rs 73/MT shall be added at Sl. No 6.

Any deviation in price bid shall be specifically stated in unpriced bid submitted along with techno commercial offer (Part 1 bid)

SIGNATURE & NAME OF THE OFFICIAL :

WITH COMPANY'S SEAL



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ANNEXURE: 5

Format for Review & Recertification of MSMED status

This is to Certify that M/S
 vendor code.....having its registration office
 at..... is registered
 under MSMED Act 2006 (Entrepreneur Memorandum No (Part-
 II):....., dtd:....., Category:
 (Micro/Small/Medium)). (Copy enclosed)

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

- For Manufacture Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 ([Annexure I](#)):
 Rs.....Lacs
- For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
 Rs.....Lacs

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

Company will intimate to BHEL Jhansi in case change of investment if any exceeds the above
 permissible limit, in future with proper supporting documents.

Date:

(Signature) Name:

Membership number:

Seal of Chartered Accountant

Note: This format will be required in start of every Financial Year for MSMED verification.

Permissible Limit As per MSMED Act 2006:

Manufacture Enterprise			Service Enterprise		
	Plant & Machineries Limit			Equipment Limit	
Micro		< 25.0 Lakhs	Micro		< 10.0 Lakhs
Small	>= 25.0 Lakhs	< 5.0 Crores	Small	>= 10.0 Lakhs	< 2.0 Crores
Medium	>= 5.0 Crores	< 10.0 Crores	Medium	>= 2.0 Crores	< 5.0 Crores

As per Ministry of small scale industries notification dated 5th October, 2006, the investment in Plant & Machinery to in respective limits is the original price, irrespective of whether the plant & machinery are new or second hand. In respect of imported machinery, the following is to be included in calculating the value:

- Import duty (excluding miscellaneous expenses such as transportation from the port to the site of the factory, demurrage paid at the port);
- Shipping charges;
- Customs clearance charges and d) sales tax or value added tax.



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Annexure – 6

Business Rules for Reverse Auction

This has reference to tender no E5160003, BHEL shall finalise the Rates for the supply of Steam Coal through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. E5160003 dated 02/01/2017, (b) Bidders' technical & commercial bid (in case of two-part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. **Online Sealed Bid:** This duration of online sealed bid will be 30 minutes. All bidders to submit their online sealed bids during this period.
- ii. **Online Reverse Auction:** The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

2. Schedule for Reverse Auction: The Reverse Auction is tentatively scheduled on {date}: and the duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.

- Online Sealed Bid:-

- {Start Time:
- Close Time: }

- Online Reverse Auction:-

- {Start Time:
- Close Time: }

3. Auction extension time: If a bidder places a bid in the last {5} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {5} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {5} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {5} minutes. In case, there is no bid in the last {5} minutes of closing of Reverse Auction, the auction shall get closed



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automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

4. **Bid price:** The Bidder has to quote the {FOR, BHEL- Jhansi} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
6. **Validity of bids:** Price shall be valid for {90 days} from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Bidders shall be assigned a **Unique User Name & Password** by M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. {Service provider} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online



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Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.

11. Computerized reverse auction shall be conducted by BHEL (through M/s. {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. {Service provider}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price online so that the service provider will up load that price online on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities

12. **Proxy bids:** Proxy bidding feature is a pro-bidder feature to safeguard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is



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reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc from M/s. {Service provider}.
14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-VI) for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder



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shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package).
 - b. Bid Placed by the bidder.
 - c. Start Price.
 - d. Decrement value.
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. 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 for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.



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ANNEXURE 7

Requisition Slip for e-Sancharan (Separate requisition for each vehicle)

S. NO.	Kindly generate e-Sancharan with following details:	REQUEST NO.....
	<u>SELLER/CONSIGNOR INFORMATION:</u>	
1	NAME OF SELLER/CONSIGNOR	
2	ADDRESS OF SELLER/CONSIGNOR	
	<u>GOODS/INVOICE INFORMATION;</u>	
7	INVOICE NO. /BILL NO. /CASH MEMO NO. /CHALLAN NO.	
8	INVOICE/BILL /CASH MEMO/CHALLAN DATE (DD/MM/YYYY)	
9	COMMODITY	
10	TOTAL VALUE (INCLUDING TAX, FREIGHT ETC.)	
11	WEIGHT OF GOODS	
12	UNIT OF WEIGHT (KG/MT/NUMBER ETC)	
13	QTY OF GOODS	
14	UNIT OF QTY (CUBIC FEET/BOX ETC)	
	<u>VEHICLE INFORMATION:</u>	
14	TRUCK NO./COURIER DOCKET NO.	
15	GOODS DESTINATION DISTRICT	
16	GOODS DESTINATION PLACE	
	<u>Other Details:</u>	
17	Name of Transporter/Carrier	
18	Address of Transporter/Carrier (optional)	
19	Service provider no. of Carrier, if any (optional)	
20	Name and Address of Driver along with DL number (optional)	