

	PURCHASE SPECIFICATION Annexure A	BDC1718-47002
Rudrapur	GROUP : BDC	Rev no 00

Annexure A

1. Qualifying Criteria

Sl. No	Description	Bidder to Confirm/Specify
1	Acceptance to BDC1718-47002, Annexure-A and B. Submit signed & stamped/digital signature on each page of all tender documents.	
2	Copy of proof of supply of any item out of String Inverter, Alternating Current Distribution Box (ACDB), Direct Current Distribution Box (DCDB), Weather Monitoring System, minimum 05 nos. during last three years (from 31.08.2014 to 31.08.2017). Both Dates included.	
3	The Average financial turnover of last Three financial year should be minimum 15 lakhs. Bidder have to submit audited balance sheet & profit and loss account of last three financial years.	
4	EMD of Rs.1,00,000/- (One lakh Only) shall be submitted in form of Demand draft/NEFT/RTGS. Demand Draft shall be made in favor to Bharat Heavy Electricals Limited, payable at Rudrapur. Demand Draft shall be sent to BHEL through Speed Post/courier etc. However, details of Demand Draft must be submitted along with offer. In case of submission of EMD through NEFT/RTGS, details of bank Account are given below: Bank Details are as follow: Bank: HDFC Bank Beneficiary Name: Bharat Heavy Electricals Limited A/C NO: 02830310000080 Account Type: Cash Credit BRANCH: Shop 1 & 2, NAINITAL ROAD RUDRAPUR, U. S. Nagar PIN CODE-263153 Tel: 05944 - 241756 / 241368 MICR CODE: 263240002 IFSC CODE: HDFC0000283 EMD is exempted for micro & small scale enterprises (MSE). Note: submit attested documentary Evidence/ Govt. Certificate etc. in support of the same along with their Techno-commercial	

Signature and seal of Bidder



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	offer. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM-II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar or EM-II certificate along with attested copy of a CA certificate (Format enclosed as per Annexure- B) where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last audited). EMD to unsuccessful bidders shall be returned after finalisation of PO. EMD to successful bidder shall be returned only after submission of PBG as per Clause 8 of NIT terms & conditions of Annexure-A. No interested shall be payable on EMD. In case of any unilateral change, withdrawal of offer within validity period during any stage of tendering or not performing the contract post finalization of tender, EMD shall be forfeited.	
5	Acceptance to comply with GST clause as per Annexure-GST. Submit signed & stamped/digital signature on Letter head of your firm.	



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NIT Terms & Conditions

1. **Price basis:** Firm i.e. from date of Purchase Order to completion of E&C.
2. **Delivery Period for Supply at CFP Rudrapur:** The total time period for Supply and E&C is within 30 days from the date of Purchase Order.
3. **Delivery Period for Installation & Commissioning at Ludhiana:** 15 days from the date of intimation. Installation under supervision of Supplier shall be done by BHEL/BHEL approved source. Commissioning shall be in scope of Supplier.
4. **Term of Delivery: Free On Road (FOR) CFP Rudrapur.**
5. **Inspection:** All items shall be inspected by any or jointly BHEL/BHEL approved Third party/Customer of BHEL in assembled condition prior to dispatch as per approved QAP. 15 days advance intimation to be given by Supplier to BHEL Rudrapur prior to proposed date of inspection.

6. Payment terms:

The payment shall be made by BHEL in the following manner:

- a. **Supply:** 90% of the PO value within 45 days from the date of receipt of material along with all relevant documents like invoice, Test Certificate, Guarantee Certificate and Bank Guarantee subject to acceptance of material.
- b. **I&C Part:** 10% of the PO value shall be released within 30 days after submission of I&C certificate issued by BHEL/Ludhiana Smart City for successfully installation & commissioning of supplied items.

Payment shall be released after furnishing performance Bank Guarantee as per BHEL approved format.

7. **Liquidity Damage:** In case of delay in supply or I&C, a penalty of 0.5% per week, maximum up to 10% of total purchase order value (supply plus I&C charges including taxes) on delayed portion shall be applicable. **In case of quoting any deviation from the above LD clause, the offer shall be loaded in comparison statement for un-accepted portion of LD, maximum up to 10% of basic value. GST at 18% on LD amount shall also be charged by BHEL. Supplier can take credit of this GST charged on LD amount.**
8. **Warranty:** The bidder must ensure that the goods supplied under the contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The complete BoS items supplied, workmanship for each system shall be under warranty of 60 **calendar** months from the date of successful commissioning. The equipments or components, or any part thereof of the Power Plant, if so found defective during warrantee period, the bidder will remain liable to repair or replace immediately under warrantee obligation to the satisfaction of the Purchaser in order

Signature and seal of Bidder



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to ensure trouble free operation of the Power Plant. Within the scope of warranty, the Bidder will repair or replace of any defective part of the Plant & Equipment supplied, Works done and services rendered under the Contract and render periodic maintenance as a preventive measure to up keep performance of the power plant and also to attend breakdown maintenance as and whenever needed.

9. **PBG:** A performance bank Guarantee of 10% of PO value including CMC charges valid for warranty period of 05 years from the date of PO with a claim period of 6 months thereafter by the successful Tenderer shall be furnished within 10 days of successful commissioning to the Employer (BHEL). The performance Guarantee can be in the form of a Bank Guarantee (B.G) as per BHEL format, from a Nationalized/ Scheduled Bank. The Bank Guarantee towards Performance Guarantee will be released after completion of CMC period.
10. **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 dealing 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".



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- 11. Risk Purchase Clause:** If the supplier fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Purchase order, BHEL shall be entitled to terminate the contract and to purchase the same or the best and the nearest available substitute from elsewhere at the risk and cost of the seller either the whole or any part of the goods/Services. In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection.
- 12. Suspension of Business Dealings:** Action shall be taken as per extant BHEL "Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016" against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website www.bhel.com
- 13. Fraud Prevention Policy:** 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."
- 14. Supplier must be registered with Goods and Service Tax (GST) and submit his acceptance to GST clause (Annexure-GST attached). In case of non-acceptance of GST clause, offer shall be liable for rejection.**

Note: Non-acceptance/non-submission of any of the above requirements will render the offer liable for rejection.



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DECLARATION BY THE BIDDER

- I/We(Hereinafter referred to as Bidder) being desirous of participating for tender, having fully understood the scope of tender and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document (BDC1718-47002) do hereby declare that-
1. The Bidder is fully aware of all the requirements of the tender document (BDC1718-47002) and agrees with all provisions of the tender document and accepts all risks, responsibilities and obligations directly or indirectly connected with the performance of the tender.
 2. The Bidder is fully aware of all the relevant information for proper execution of the proposed scope of work, with respect to the proposed place of works/ site, its local environment, approach road and connectivity etc. and is well acquainted with actual and other prevailing working conditions, availability of required materials and labour etc. at site.
 3. The Bidder is capable of executing and completing the work as required in the tender and is financially solvent and sound to execute the tendered work. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of BHEL The Bidder gives the assurance to execute the tendered work as per specifications, terms and conditions of the tender on award of work.
 4. The Bidder has no collusion with other Bidders, any employee of BHEL or with any other person or firm in the preparation of the tender.
 5. The Bidder has not been influenced by any statement or promises by BHEL or any of its employees but only by the tender document.
 6. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
 7. The Bidder has never been debarred from similar type of work by any Government undertaking /Department. (An undertaking on Stamp paper in this regard shall have to be submitted)
 8. The Bidder accepts that the earnest money may be absolutely forfeited by BHEL if the Bidder fails to sign the contract or to undertake the work within stipulated time.
 9. All the information and the statements submitted with the tender are true.

Signature

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Details of Bidder

Name of the Party: _____

Address of the Party: _____

Email ID: _____

Bank A/c No: _____

Bank Name: _____

Bank Address: _____

IFS Code: _____

Contact Person (Name of a suitable qualified person who will act as project manager during execution of system & shall be single point contact for BHEL.): _____

Phone No of
Contact Person: _____



CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to certify that M/s
(Hereinafter referred to as 'Company') having
 its registered office at is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No ((Part-II) dtd Category:
 (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the
 latest audited financial year **as per MSMED Act 2006 is as follows:**

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e., original cost excluding land
 and building and the items specified by the Ministry of Small 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 in within permissible limit of Rs. Lacs
 for.....Micro / Small (Strike off which is not applicable) Category under MSMED
 Act 2006.

(or)

The company has been graduated from its original category (Micro/Small) (Strike off which is not
 applicable) and the date of graduation of such enterprise from its original category is
(dd/mm/yy) which is within the period of 3 years from the date of graduation of such enterprise
 from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette
 notification dated 04.11.2013 by Ministry of MSME.

Date:
 (Signature)
 Name -
 Membership Number -

Seal of Chartered Accountant

Spud

Goods And Service Tax (GST)

Bidder(s) to ensure following while quoting:-

- To mention relevant HSN/ SAC Code for each item quoted by him .
- To mention GST registration number in the name of bidder in the quotation and to attach self attested copy of GST Registration .

Loading by BHEL

The offers of those bidder(s) who are not registered with GST , their offers will be loaded by BHEL with applicable GST (as applicable) for the items quoted by such bidder(s).

Post- award

The successful bidder(s) under the tender required to ensure following:-

1. Should raise invoice as per the applicable GST Act/ Rules as amended from time to time with all the required details under relevant act/rules. The required details shall be clear and legible on the invoice. MSME Vendors, may send a draft sample of Invoice to be raised on BHEL in advance for the review and approval by BHEL.
2. A declaration on letter head duly signed by authorised signatory shall be furnished by bidder(s) to BHEL that they shall upload all relevant particulars on GSTN network/ portal alongwith details of any credit note(as intimated by BHEL from time to time) in timely manner and shall discharge tax liability on invoices raised to BHEL in timely manner to enable BHEL to take input credit in timely manner against invoices raised by them. In the event of delayed submission, submission of wrong data in returns or non-payment of GST they shall compensate BHEL for any loss of Input credit alongwith interest thereon which is generally SBI PLR plus 6% (as being charged by BHEL).
3. In case of multiple Invoice Numbering System by Vendor, the Invoice No. which is linked/ uploaded on GSTN network should be clearly highlighted and separately informed to concerned officials of BHEL.

Payment of GST

As BHEL, evaluates offers of the bidder(s) on the basis of Total Landed Cost to BHEL and Input Credit of GST being passed on by Bidder(s) to BHEL is reduced while working out Landed Cost by BHEL. Hence, it is the responsibility of Bidder(s) to take utmost care on his part to ensure that Input Credit is smoothly availed by BHEL for GST charged by them.

The payment made by BHEL towards GST charged in Invoice by the bidder(s), shall be treated as advance until input credit is finally availed by BHEL.

In case, BHEL finds at any stage that BHEL is denied input credit on GST charged by bidder(s) due to fault/ omission of bidder, the loss of input credit so incurred by BHEL should be compensated by the bidder(s) to BHEL alongwith interest and penalty.

The decision of BHEL, regarding fault/ omissions made by bidder(s) in following GST provisions resulting loss of input credit to BHEL, will be final and binding on Vendor.