TRICHY, BHEL, TRICHY, POSTAL CODE :620014, TIRUCHIRAPALLI, TAMIL NADU, INDIA

RFQ/NIT HEADER DETAIL

ORGANIZATION NAME	TRICHY, BHEL	RFQ FLOATED UNDER THE POLICY	PURCHASE POLICY
RFQ/NIT REFERENCE CODE/ENQUIRY NO	2001700241	RFQ OWNER/NIT OFFICER/ENQUIRY OWNER	MR VINATHA SUDHA R(ENGR/PUR)
RFQ/NIT TYPE	OPEN TENDER		
NUMBER OF ITEMS ALREADY ATTACHED	1		
CURRENCY	ANY		
DESCRIPTION	LIGHT DIESEL OIL (LDO)		
DETAILED DESCRIPTION	LIGHT DIESEL OIL (LDO)		
NUMBER OF BID PART(S)	2	PUBLISHED DATE	31 Aug , 2017 9:00:59 AM

ATTRIBUTE(S)

ATTRIBUTE NAME	ATTRIBUTE VALUE
Delivery at	BHEL TRICHY
Inspection By	BHEL TRICHY
Validity of the Offer	PRICE SHOULD BE FIXED AND VALID FOR 3 MONTHS FROM THE DATE OF TENDER OPENING

DATE-TIME DETAIL(S)

BID START DATE	31 Aug , 2017 9:00:00 AM	BID DUE DATE	26 Sep , 2017 2:00:00 PM
BID OPEN DATE (SCHEDULED)	26 Sep , 2017 2:30:00 PM		

PRE-BID DISCUSSION DETAILS

PRE-BID DISCUSSION TYPE NOT REQUIRED

ALTERNATE BID DECRYPTOR(S)

USER DETAILS
MR Admin SANJEEVI B(SDGM/PUR)
MR ABRAHAM VICTOR P G(DGM/PUR)
MR KANU DEBNATH(AE1/PUR)
MR VINATHA SUDHA R(ENGR/PUR)
MR NARAYANAN R(SDGM/PUR)
MR DURJOY KUMAR PRAMANIK(AE1/PUR)
MR ARUNKUMAR KOTA(AE1/PUR)

SELLER DETAIL(S)

CODE	ORGANIZATION NAME
023505	TEST (Mr test ot test)

TERM AND CONDITION DETAIL(S) - SPECIAL TERM(S)

SL. NO.	CATEGORY	DESCRIPTION
1	SPECIAL TERM(S)	SPECIAL TERM(S) Annexures to the Enquiry: 1. Pre-Qualification Criteria (PQC) 2. Annexure - A along with General Conditions of Contract for Purchase(GCC). 3. Annexure - B Commercial Terms Confirmation. 4. Annexure - C Environmental Management/Occupational Health and SafetySystem Requirements. Offer to be submitted through e-procurement mode.Offers in any other mode is not acceptable The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ serviceproviders shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website http://www.bhel.comand shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as itcomes to their notice.

RFQ/NIT ITEM DETAILS

SL. NO.	CODE	DESCRIPTION	QUANTITY	RFQ/NIT U.O.M	OFFER U.O.M
10	000000130130230000	LIGHT DIESEL OIL. Delivery shall be made as and when required by BHEL	100,000.00	LITER	LITER

RFQ# 2001700241|1897112

TRICHY, BHEL, TRICHY, POSTAL CODE :620014, TIRUCHIRAPALLI, TAMIL NADU, INDIA

	ATTRIBUTE DETAILS	**ATTRIBUTE NAME**	**ATTRIBUTE VALUE**
		MATERIAL CODE:	000000130130230000
		MATERIAL GROUP:	ZINACTIVE
		KILOGRAM PER UNIT:	0.00
		Cenvatable (Yes / No)	No
		Delivery Location	TAMIL NADU
		Vatable (Yes / No)	No
		Delivery Date (i) :	15-NOV-2017
		Delivery Qty (i) :	40000
		Delivery Date (ii) :	30-JUN-2018
		Delivery Qty (ii) :	60000

IMPORTANT NOTICE

PLEASE READ THE FOLLOWING ATTACHMENT(S)[SEPARATELY DOWNLOADABLE] ALONG WITH THIS RFQ/NIT/ENQUIRY .

RFQ/NIT/ENQUIRY - ATTACHMENTS

LABEL	FILE NAME
Prequalification criteria - PQC	Prequalification criteria - PQC.pdf
Annexure-A	Annexure-A.pdf
Annexure-B	Annexure-B.pdf
ANNEXURE C	ANNEXURE C.pdf

ANNEXURE - PQC

ENQ.NO:

	Material: LIGHT DIESEL OIL	
Sl.No	**PRE QUALIFICATION CRITERIA —Points**	**Vendor to confirm**
01	*All the tenders should confirm LDO supply as per the enquiry specification. (Offers not conforming to the enquiry specifications will be summarily disqualified & rejected)*	*ACCEPTED / NOT ACCEPTED*
02	*The Authorized supplier/dealer/trader of the manufacturer shall submit valid authorization/dealership/tradership certificate along with the offer.*	*Enclosed / Not Enclosed*
03	*Offers will be evaluated based on the price quoted at the time of technical bid opening. However, Prices prevailing at the time of supply is applicable.*	*ACCEPTED / NOT ACCEPTED*
04	*Material should be supplied within 48 Hrs of intimation from BHEL.*	*ACCEPTED / NOT ACCEPTED*

NOTE:

Offers meeting the above prequalification criteria points only will be evaluated further. Otherwise it will summarily be rejected.

SIGN AND SEAL OF AUTHORIZED PERSON

Bharat Heavy Electricals Limited
High Pressure Boiler Plant & Seamless Steel Tube Plant
Tiruchirappalli, Tamilnadu 620 014

ANNEXURE -A

GENERAL CONDITIONS FOR ALL TENDERS FLOATED THROUGH E-PROCUREMENT

1. **QUOTATIONS:**

a. Interested bidders shall submit their offer through e-Procurement mode at https://bheleps.buyjunction.in. **Offers in any other mode will not be accepted.**
For e-Procurement system (EPS), Bidders are requested to follow these steps:
MANDATORY REQUIREMENT:
Suppliers interested for registration for BHEL Open Tenders (OT) should have a valid Digital Signature Certificate (DSC) before Proceeding forward for Registration. Herein a Valid DSC refers to an Active and unexpired Signing and Encryption Certificate, with specification Class III SHA 2 2048 bit.
OPERATIONAL GUIDELINES FOR UNREGISTERED SUPPLIER:
a) Supplier visits EPS at https://bheleps.buyjunction.in
b) Clicks "REGISTER" for registration
c) Fills up the Registration Page form
d) M/s. Mjunction (MJ) will ensure Authentication of Registration
e) Supplier logs in with the ID and password
f) Supplier Maps the signing Certificate
g) MJ will ensure the authentication of the signing certificate
h) Supplier Logs in to the system again and views the Request For Quotation (RFQ)
i) Supplier attaches himself to the RFQ by clicking the "interested" button
j) Supplier fills the bid template and makes necessary attachments
k) Supplier submits his bid by clicking CONFIRM.

NOTE: BHEL Administrator or user will have no role for approving Registration and DSC for any supplier who has registered himself from the front END which is in case of OT.
OPERATIONAL GUIDELINES FOR REGISTERED SUPPLIER:
a) Supplier visits EPS home page
b) Supplier signs in with his/her user id and password
c) Selects the RFQ Code and views it.
d) Attaches himself to the RFQ by clicking the interested button
e) Supplier fills the bid template and makes necessary attachments
f) Supplier submits his bid by clicking CONFIRM.

Once the above steps are completed, your profile will be activated by mjunction within 2 business hours.
In case of any assistance, please call our service provider, M/s. Mjunction for support:
HELP DESK Ph. Nos.: 033-6601 1717 (From 9:30am to 5:30pm)
9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (From 5:30pm to 8:30pm)

b. No charges shall be indicated as "Lumpsum" or "Approximate" in absolute value. All charges like taxes and duties should be clearly specified as "percentage" of the quoted rates.

c. The bidder has to keep track of any changes by viewing the addendum / Corrigendum issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

d. The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and mjunction Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.

e. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

2. Disclaimer Clause:
Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

GENERAL CONDITIONS OF CONTRACT FOR PURCHASE (GCC)

1. Applicable Conditions: These General Conditions of Contract for Purchase apply to all enquiries, tenders, requests for quotations, orders and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliverables") to Bharat Heavy Electricals Limited, High Pressure Boiler Plant and Seamless Steel Tube plant, Tiruchirapalli- 620 014, Tamilnadu, India (hereinafter referred to as "BHEL" or the Purchaser) or its projects/customers.

Any deviations from or additions to these 'General Conditions of Contract for Purchase' require Purchaser's express written consent. The general terms of business or sale of the Seller shall not apply to Purchaser.

Orders, agreements and amendments thereto shall be binding if made or confirmed by the Purchaser in writing. Only the Purchasing department of the Purchaser is authorized to issue the enquiries, Purchase Order or any amendment thereof.

1. Definitions

Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.

1.1 'The Purchaser' means BHEL, High Pressure Boiler Plant and Seamless Steel Tube Plant, Tiruchirappalli - 620 014 of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act having its registered office at BHEL House, Siri Fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.

1.2 'The Seller' means the person, firm, company or organization on whom the Purchase Order is placed and shall be deemed to include the seller's successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, Supplier or Vendor.

1.3 'Contract' shall mean and include the Purchase Order incorporating various documents viz. tender/offer, letter of intent/ acceptance, the General Conditions of Contract and Special Conditions of Contract for Purchase, Specifications, Inspection/ Quality Plan, Schedule of Prices and Quantities, Drawings, if any enclosed or to be provided by the Purchaser or his authorized nominee and the samples or patterns if any to be provided under the provisions of the Contract.
In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI/ LOA followed by: specific conditions, Special Conditions of Contract and General Conditions of Contract for commercial conditions; and specific agreement on technical conditions, Special Technical Conditions and General Technical conditions, tender/ offer.

1.4 'Parties to the Contract' shall mean the Seller and the Purchaser as named inthe main body of the Purchase

Order.

2. Product Information, Drawings and Documents

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the Contract.
The Seller shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in the number of copies agreed upon or at least three copies of each.

All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

3. Non-disclosure and Information Obligations

The Seller shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Seller shall not reveal confidential information to its own employees not involved with the tender/ Contact & its execution and delivery or to third parties, unless Purchaser has agreed to this in writing beforehand. The Seller shall not be entitled to use the Purchaser's name in advertisements and other commercial publications including website without prior written permission from Purchaser. **In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit.**

4. Delivery

Except as otherwise indicated in the Purchase Order, delivery shall be FOR (Destination) for indigenous orders and CFR-Port for imported orders. Trade terms such as EXW, FOB etc., if stipulated in the order shall be construed in accordance with the version of the INCOTERMS applicable at the time of ordering, without prejudice to the provisions contained in these conditions. The delivery date(s) or delivery period(s) as stipulated in the agreement shall be firm and binding and shall apply to the entire delivery for each PO item. Partial shipments may, however, be permitted by the purchaser.

Unless specifically agreed otherwise, transit insurance coverage for imported consignments is taken by BHEL. Accordingly, the Seller shall send intimation to the Purchase Officer/ Manager giving Purchase Order No., Shipping particulars, Invoice Value etc. immediately on dispatch of goods.

5. Delivery Period

The specific delivery period 'X' shall be clearly mentioned in the enquiry. Any offer beyond the "max. acceptable delivery period' (X+Y) shall be rejected. All offers which do not conform to the specified delivery period but are within the "max. acceptable delivery period' shall be loaded for the delayed delivery beyond 'X' @ 0.5% per week or part thereof subject to a maximum of 10% of the offered basic value.

6. LD / Penalty

The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be the essence of the Contract. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the Seller shall inform Purchaser hereof without delay. If delay in delivery is caused by any of the circumstances mentioned in Clause 15 (Force Majeure) or which are caused exclusively by the acts of Purchaser, the Purchaser shall extend the time for delivery by a period which is reasonable having regard to all the circumstances inthe case.

If the Seller delays beyond any agreed delivery date(s) or period(s), for the respective item in the case of single lot delivery schedule, Purchaser shall levy penalty for such delay @ 0.5% of the total order value per week of delay or part thereof subject to maximum of 10% of the total order value.

If the Seller delays beyond any agreed delivery date(s) or period(s), for the respective item in the case of staggered lot delivery schedule, Purchaser shall levy penalty for such delay 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.

The LD shall be reckoned from the Contract delivery date to Cargo readiness date.
Cargo readiness date means the following:
EX-works/FOB terms: Final inspection Agency's signed date in the Test Certificate in the case where Third Party Inspection (TPI) is involved. When Third Party Inspection is not involved, date of intimation message regarding readiness of materials or date of Test Certificate whichever is later.
Other than EX-works/FOB terms including FOR/Destination: Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/Railway Receipt date, whichever is later.

Any deviations in the LD shall attract loading to the extent of relaxation sought to which it is not agreed by the bidder at offered value.

The LD/Penalty will be charged on the value of the purchase order excluding statutory levies, freight and insurance wherever not included in the price.
Imposition, recovery or settlement of this penalty shall not affect Purchaser's right to performance, compensation and termination of the agreement.

7. Transfer of Ownership and Risk

The risk for the delivery remains with the Seller until the goods are delivered at the agreed place.

8. Contract Variations: Increase or Decrease in the Scope of Supply

Purchaser may vary the contracted scope during execution due to exigencies of project requirement.

If the Seller is of the opinion that the variation has an effect on the agreed price or delivery period, Purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the Seller. Provided, however, that if unit rates are available in the Contract, the same shall be applied to such additional work. The Seller shall not perform additional work before Purchaser has issued written instructions/ amendment to the Purchase Order to that effect. The work which the Seller should have or could have anticipated in terms of delivering the service(s) and functionality (ies) as described in this agreement and hence to be executed by the vendor without any price implication.

9. Guarantee/ Warranty

Wherever required, and so provided in the specifications/ Purchaser Order, the Seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period the delivery is found to be non- compliant, the Seller shall, for its own account, replace, repair, or re-execute the delivery at Purchaser's discretion when first requested to do so within mutually agreed period, without prejudice to Purchaser's other legal rights. If the Seller continues to default on its obligations, Purchaser has the right to proceed to replace, repair or re-execute the order at the Seller's expense, with or without help from third parties. Purchaser shall notify the Seller of the exercise of this right in advance where possible.

Unless otherwise specified, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. For capital goods or bought out packages which are intended to be incorporated in installations or systems the Guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods.

The guarantee period shall be extended by the period during which the goods are not in compliance. A guarantee period as described above shall apply afresh to replaced, repaired or re- executed parts *of* a delivery.

10. Short Shipments / Warranty / Guarantee Replacements

In case of any short shipments during initial supply, subsequently dispatched by the Seller or as any Guarantee/ Warranty replacement shall be dispatched on "DDP – Delivered Duty Paid BHEL Stores" basis for imported items and "FOR – BHEL Stores/ designated destination" basis for indigenous items. Taxes and duties, if any, paid by indigenous vendor for short supply/guarantee and warrantee replacement, repair activity shall be to seller's account only.

11. Rejection/ Replacement

The Seller shall arrange replacement / repair under its obligation under the contract within one month from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the seller and replaced on FOR - BHEL Stores/ designated destination basis within such period. In the event of the Seller's failure to comply, Purchaser may take appropriate action including disposal of rejections, at the cost and risk of the Seller.

In case defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor works/**purchaser's customer sites**, the Seller shall be responsible for replacement/repair of the goods as required by the purchaser at Seller's cost.

12. Export Administration Regulations

If a delivery includes such technology and / or supply that is subject to the export regulations, the Seller shall obtain due permissions, approvals, license etc.

13. Cancellation / Termination of Contract and Risk Purchase

13.1 Purchaser shall have the right to completely or partially terminate the agreement by means of written notice to that effect without prejudicing its other rights, in the event that

- the Seller defaults on one or more of the obligations as contained in the agreement;
- the Seller is declared bankrupt, its business has been shut down or liquidated, a substantial part of its assets have been attached/destroyed, or the business has been transferred to a third party;
- any misrepresentation or hiding of material fact if detected at a later stage;
- The delivery is rejected after inspection or re-inspection.

13.2 In the event of termination the risk of the items already delivered but not of use to Purchaser, as determined by Purchaser, remains with the Seller. The items shall then be at the Seller's disposal and they are to be collected by the Seller. The Seller shall refund any payments made by Purchaser in terms of the terminated agreement immediately, not later than 30 days.

In the event of termination due to reasons or defaults by the Seller, the Purchaser may at his option procure such items and in such manner as he deems appropriate, goods not delivered or others of similar description where goods exactly complying with particular are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller and the Seller shall be liable to the Purchaser for any excess cost. The cost of purchases made by the Purchaser at the risk and cost of the Seller shall be worked out by BHEL after loading handling charges procured from alternate source/s. The Seller shall on no account be entitled to any gain on such repurchases by the Purchaser.

14 Force Majeure

The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural Calamities, Fire, Frost, Flood, Civil War, Civil Commotion, Riot and Government Restrictions.

Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce / statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service immediately without loss of time.

In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.

In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any, provided by BHEL.

15 Non-waiver of Defaults

If any individual provision of the Contract is invalid, the other provisions shall not be affected.

16 Settlement of Disputes

Except as otherwise specifically provided in the Contract, all disputes concerning questions of the facts arising under the Contract, shall be decided by the Purchaser, subject to written appeal by the Seller to the Purchaser, whose decision shall be final.

Any disputes or differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration.

The Seller shall continue to perform the contract, pending settlement of dispute(s).

17 Arbitration

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit, BHEL-Tiruchirapalli. The award of the arbitrator shall be final and binding on both the Parties.

The venue of the Arbitration shall be Tiruchirapalli in India. The Award given by the Arbitrator shall be a speaking award and in English language.

18 Applicable Laws and Jurisdiction of Courts

This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Tiruchirapalli Courts, Tamilnadu, India. All cases, suits, petitions etc., whatsoever shall be initiated/ filed only in the courts/forums having territorial jurisdiction of Visakhapatnam.

19 Performance Bank Guarantee (PBG)

For any procurement, if PBG is required which shall be mentioned in the tender is to be submitted for 10% value of the order value for a period of 24 months from the date of Goods Receipt (including 6 months retention period) in the prescribed format. In such cases, if PBG is not offered by any supplier, their offer shall be summarily rejected.

20 Payment Terms:

For Indigenous suppliers: 100% payment after 45 days from the date of receipt and acceptance of materials. Offers quoting for Advance payment / LC payment will be summarily rejected. In the case of delivery to be made in single lot as per PO conditions, the payment shall only be made after completion of supply of the entire ordered quantity. The partial supply invoices shall be kept pending for payment till the completion of supply of the entire ordered quantity.

For Foreign suppliers: 100% payment through CAD within 45 days from the date of receipt of documents at our bank.

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

21 BHEL 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.

~~22 Reverse Auction (RA)~~

~~"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)."~~

23. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

a) Integrity commitment, performance of the contract and punitive action thereof:

b) Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

c) Commitment by Bidder/ Supplier/ Contractor:

i. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

ii. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

iii. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

25. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions.

26. Conditional offers are likely to be rejected.

27. In case of an agent submitting bid on behalf of a Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. BHEL reserves the right to reject such bids.

28. Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or

Government Departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalization of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.

29. Bidders not confirming to the enquiry specifications will be disqualified.

30. BHEL reserves the right to negotiate or re-float the enquiry opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

31. Any other conditions which might have been quoted by the seller and are in contravention to the terms and conditions prescribed in the enquiry and which have not been specifically accepted by purchaser will not be applicable to the contract.

32. Offers should have a validity of minimum 90 days from the date of technical bid opening. The quoted/Finalized rates shall be Firm till completion of the supplies including amendment/ deviation/ extension if any, in quantity/ date.

33. If any Goods and Services Tax is payable as extra to the quoted price should be specifically stated in quotations along with GSTN CODE, failing which the purchaser will not be liable for payment of GST. **Our GSTN CODE is** 33AAACB4146P2ZL.

Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.

In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

34. Sale in Transit

Where the PO quantities are despatched to our customer premises, the invoice shall indicate Customer: BHEL, Tiruchy and Consignee: Respective Address of BHEL's Customer as furnished by BHEL. The GSTIN of BHEL and their customer shall be indicated in the Invoice.

35. Manufacturer's name, trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.

36. On the due date of tender opening, only technical bids will be opened in case of Two Part / Three Part Bids. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical/commercial conditions will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.

37. Price Evaluation

Price shall be considered on Landed Cost basis (Total cost to BHEL). Landed cost shall be worked out on price quoted including Qty. Tolerance, P&F charges, Testing & Inspection charges, Freight charges, Transit Insurance, Loadings on deviations, Customs duty, loading as per customs notifications if any, Goods and Services Tax and Input Tax Credit on GST benefit as applicable. The comparative statement shall be worked out on overall Landed cost basis either on whole package/ item wise which shall be clearly spelt in RFQ.

a) The comparative statement of the price prepared on the reference date shall remain firm throughout the execution period. Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors.
b) The Lowest price received against BHEL tender need not be commercially lowest price (L1). BHEL reserves the right to NEGOTIATE the same.
c) BHEL reserves the right/option to REFLOAT the tender if L1 price is not the lowest acceptable price to BHEL.
d) The prevailing Exchange rates (TT selling rate of SBI) on the date of opening of Technical Bid shall be considered for Price Evaluation of import offers. If the date of opening of Technical bid happens to be a bank holiday or no forex, then the forex rate as on previous bank (SBI) working day shall be considered.

38. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where L1 price is not the lowest acceptable price. BHEL reserves the right to increase or decrease the tender quantity.

39. The correspondences between the bidder and BHEL through email are considered as valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

40. Lowest price received against BHEL enquiry need not be the technically acceptable one in case of Single Part bid and in that case BHEL reserves the rights to not to consider the same. The purchaser shall be under no obligation to accept the lowest or any other offer and shall be entitled to accept or reject any offer in part or full without assigning any reason whatsoever.

41. Ordering and Confirmation of Order

The Seller shall send the order Acceptance within one week from the date of LOI/ Purchase Order or such other period as specified/ agreed by the Purchaser. Purchaser reserves the right to revoke the order placed If the order confirmation differs from the original order placed, Purchaser shall only be legally bound if agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliverables or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations.

The purchase order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified/agreed by the Purchaser) from the PO date.

Purchaser is at liberty to send signed PO through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.

42. Execution

The whole contract is to be executed in the most approved, substantial and workman like manner as per the contracted terms.

43. Progress Report

The Seller shall render such report as to the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

44. Inspection and Testing

The goods and stores shall be of approved design and each part/ component/material shall be inspected and tested by the Purchaser/Purchaser appointed inspection agency prior to shipment and shall fully comply with relevant requirements of Purchaser.
Purchaser has the right to inspect the delivery.In the event of rejection, Purchaser shall inform the Seller accordingly and Purchaser shall be entitled to replacement or repair at its discretion or may proceed to terminate or annul the agreement. All this does not affect Purchaser's right to recover compensation.

a. Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the Seller's premises the material and workmanship of all stores to be supplied under the Contract, and if the part of the stores is being manufactured at other premises the Seller shall obtain for Purchaser or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the Seller's premises. Such inspection, examination and testing, if made shall not release the Seller from any obligation under the Contract.
All costs related to inspections and re-inspections shall be borne by the Seller. The cost of inspection staff/ third party specified by the Purchaser shall be borne by seller unless otherwise specifically agreed. Whether the Contract provides for tests on the premises of the Seller or any of his Sub-contractor/s, Seller shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type of test or such other special tests shall be borne by the Seller unless otherwise specifically agreed in the contract.

b. The Seller need to register ONLINE in BHEL website (www.cqir.bhel.in) for offering for Inspection first time. On readiness of ordered material, supplier shall raise the inspection call request online (www.cqir.bhel.in) with reasonable notice (03 days) to the authorized representative of the Purchaser for inspection/ testing as provided in the Contract.

c. BHEL representative from HPBP & SSTP Unit or Corporate Quality is authorised to carry out audits along with TPIA at vendor's works before clearing the items for despatch.

45. Quality and Condition of the Deliverables

The Seller shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his products, packaging, and raw and ancillary materials.

46. Marking, Packaging and Dispatch

The Seller shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea/ Air / Rail/ Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/ hooks and sling marks as may be required for easy and safe handling by mechanical means.
Each package must be marked with Consignee name, P.O Number, Package No., Gross weight & Net weight, Dimensions (LxBxH) and Seller's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list of goods inside each package with PO item no. & Quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.

47. Price, Invoicing and Payment

The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding, loading and carriage to the place specified by the Purchaser and are exclusive of all applicable taxes, duties etc. except for those specifically agreed by the Purchaser. Invoices shall be submitted bearing the Purchase Order number & date, item number/s and supporting documents as called for in the Purchase Order.

The direct payments (excluding LC/documents through Bank on collection basis), shall be made by E-payment mode and not by cheque/ Bank Drafts except in special circumstances. Vendors shall furnish the E-payment particulars in the prescribed formats duly authenticated by their respective Bankers, if not got registered earlier with the Buyer.

If so stipulated in the order, the Seller shall furnish, on receipt of the Purchase Order or along with order acknowledgement, the Billing break-up of prices (BBU) for approval by the Purchaser in respect of the major items/ components going into the equipment. This BBU is required by the Purchaser for admitting the claims of the Seller if part shipments are contemplated and also to facilitate custom clearance after payment of duties in case of imports.

Purchaser shall be entitled to suspend payment for as long as required supporting documents/ details remain outstanding and any consequential demurrage/ wharfage shall be to the account of the Seller.

Payment does not imply in any respect whatsoever a waiver of Purchaser's right to performance of the agreement. Purchaser is entitled to set off claimable debts against claimable liabilities with the Seller by means of a set off note.

48. Wherever needed, the Tenders shall be monitored by Independent External Monitor (IEM).

49. The striked out clauses are not applicable.

ANNEXURE –B

COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIERS

TO BE SUBMITTED ALONG WITH PART – I (TECHNO COMMERCIAL BID)

S. NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION / DEVIATION (STRIKEOUT WHICHEVER IS NOT APPLICALE)
1	VALIDITY	90 DAYS FROM THE DATE OF TECHNICAL BID OPENING	NON DEVIATABLE
2	PRICE QUOTED	FOR-DESTINATION BHEL STORES / TRICHY	NON DEVIATABLE
3	GST PARTICULARS	SUPPLIER TO INDICATE GST REGN NO, HSN NO AND PERCENTAGE OF GST	NON DEVIATABLE
4	DEIVERY SCHEDULE	**Staggered delivery from the date of PO - <u>As & When required basis.</u>** LDO to be delivered within 48 Hrs from receipt of intimation from BHEL TRICHY.	NON DEVIATABLE
5	PAYMENT TERMS	**100% payment will be made within 45 days from the date of supply** of LDO subject to acceptance of materials at BHEL TRICHY	ACCEPTED / NOT ACCEPTED
6	LD CLAUSE	0.5% PER WEEK TO MAXIMUM OF 10% of Order value (For details please read S.No:6 of "GCC in Annexure – A")	NON DEVIATABLE
7	RISK PURCHASE CLAUSE	(For details please read S.No:13 of "GCC in Annexure – A")	NON DEVIATABLE
8	PRICE METHOD	The offer will be evaluated based on the quote submitted by bidders at the time of Technical bid opening. No price revision shall be entertained till completion of tender evaluation. The price list as and when revised by Govt. PSU Oil Companies and prevailing at the time of supply is applicable.. The quoted L1 price will be taken as reference for initial evaluation and ordering. The purchase order will be amended accordingly as per the revision as explained above.	NON DEVIATABLE
9	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :	To be filled mandatorily
10	To supply Material as per **Tender Specification** without any deviation.		CONFIRM / NOT CONFIRM
11	Net weight of LDO loaded at vendor point to be enclosed by means of wayment slip (or) calculated weight of LDO at loading point is to be printed in Delivery Challan/Invoice.		CONFIRM / NOT CONFIRM
12	System printed Delivery Challan / Invoice along with Loading point Temperature and Density to be submitted. Hand written copy is not acceptable.		CONFIRM / NOT CONFIRM
13	Bidders have to confirm that, whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL.		YES / NO

<u>IMPORTANT NOTE:</u>

Item wise confirmation of this format is essential to consider your offer.

SIGN AND SEAL OF THE AUTHORIZED
PERSON TO SIGN THE TENDER DOCUMENT

ANNEXURE C

ENVIRONMENTAL MANAGEMENT/OCCUPATIONAL HEALTH AND SAFETY SYSTEM REQUIREMENTS

As per the environmental management system- ISO 14001:2004 and occupational health and safety system-18001-1999, we are committed to ensure that your transporters strictly follow specific environmental and OH and S requirements while transporting the materials to our factory. Your attention is drawn to the following act and rules, which you are earnestly requested to follow.

- The Motor Vehicles Act 1988 and Central Motor Vehicles Rules 1989
- The Manufacture, storage and import of Hazardous Chemicals Rules 1989
- Holding Fitness Certificate of the vehicle.

You are also requested to strictly adhere to the following statutory/legal requirements with regards to safety, which will be checked by our authorized officials, while your trucks reach our premises.

- The vehicles should have valid registration and road permit.
- The driver should have photo identified valid Heavy License and all other statutory documents. Also each should have attended special training for transportation of hazardous Chemicals and must possess certificate issued by the concerned authority to that effect.
- The driver's license must be duly endorsed by Road Traffic Authorities for transporting hazardous chemicals.
- The vehicle should have a Spark Arrester.
- The vehicle should have "Reverse Hooter".
- The "Pollution under Control" certificate should be available with the drivers in the vehicles.
- The First Aid Box, Fire Extinguishers and required safety appliance must be available in the vehicles.
- Your vehicles while carrying materials to our company are not supposed to carry smoking materials, Match boxes, lighters, stoves etc.
- The Driver must bring along with him the Delivery Challan / Invoice of the material issued by our vendors, Test certificate for the LPG carrying and should produce the same to the authorities while reaching BHEL

Seal and Signature of Vendor