



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Tender No. PSER: PUR: PMX: 128(XI):056

DATE: 02/09/2016

NOTE: TENDER DOCUMENT IS AVAILABLE ON WEBSITE AS DETAILED BELOW. BIDDERS CAN DOWNLOAD FROM WEBSITE AND SUBMIT THEIR OFFER ONLINE ONLY.

SEALED OFFERS ARE INVITED FROM REPUTED & EXPERIENCED BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) **THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> ONLY** for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	E-TENDER NUMBER	PSER: PUR: PMX: 128(XI):056 DATE: 02/09/2016
ii	Broad Scope of job	SUPPLY OF BLACK BITUMINUS PAINT AT BHEL, PSER'S 4X250 MW BRBCL NABINAGAR SITE, BIHAR
iii	DETAILS OF TENDER DOCUMENT	
a	PART – B:	GENERAL CONDITIONS OF CONTRACT (GCC) <i>Applicable.</i>
b	Volume-IB	General Conditions of Contract (Services) <i>Not Applicable.</i>
c	PART-C	TECHNICAL SPECIFICATION AND SPECIAL CONDITION OF CONTRACT (SCC) <i>Applicable.</i>
d	PART- H	Forms and Procedures etc. <i>Applicable.</i>
e	Volume-IF	Technical Conditions of Contract (TCC) <i>Not Applicable.</i>
f	Volume-II	Technical Specification: <i>Not Applicable.</i>
g	PART-E	Price Schedule (Absolute value). <i>Applicable.</i>
h	PART-F	Terms & conditions of reverse auction. <i>Applicable</i>
iv	Issue of Tender Documents	a) Online through e-procurement platform at https://bheleps.buyjunction.in b) in BHEL website (www.bhel.com, www.jantermanter.com & CPP Portal) : For tender viewing purpose only Start date 2/09/2016 <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 12/09/2016, Time: 15-00 Hrs. <i>Applicable</i>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211798/ 1691

vi	OPENING OF TENDER	Techno-commercial offer will be opened on same day (12/09/2016) at 16-00 Hrs. (online only through e-procurement platform at https://bheleps.buyjunction.in , participating bidders may witness the same online only) Bidders are requested to visit website for viewing Tender Change Notice (TCN) / Corrigendum etc. informing any change before submitting the tender.	Applicable
vii	EMD AMOUNT	Rs.60,000.00 (Rupees Sixty Thousand only)	Applicable
viii	COST OF TENDER	NIL	Not Applicable

ix	LAST DATE FOR SEEKING CLARIFICATION	<u>Date: 09/09/2016</u> Along with soft version also, addressing to undersigned (in email) as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Not Applicable	Not Applicable. (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendums & www.jantermanter.com/ CPP portal →Tender Notice & E-PROCUREMENT PORTAL https://bheleps.buyjunction.in) and not in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder

- The offer shall be uploaded as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company rep. of bidder and stamped on each page shall be uploaded as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be uploaded by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender. In case of E-PROCUREMENT ASSISTANCE & TRAINING, BIDDERS MAY CONTACT M/s Mjunction Services Limited (herein after called as MJUNCTION) HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM) or for any difficulty in downloading the tender from internet website, they should contact this office (Sr Engineer, Purchase Phone no. 033- 23398222 or AGM, Purchase Phone no. 033-23398220). alteration/changes by bidders is permitted in the tender/NIT appeared in the website.**
- Earnest Monet Deposit (EMD) of **Rs.60,000.00 (Rupees Sixty Thousand only)** either in cash deposited at BHEL office Cash section and receipt enclosed or in the form of crossed Demand Draft / Pay Order (in favour of Bharat Heavy Electricals Limited, payable at Kolkata), shall be enclosed by the bidder along with the offer, failing which the tender is liable for rejection. One time EMD for Rs. 2,00,000.00 (Rupees Two Lakh only) will also be valid for all such jobs. Bidders who have deposited one time EMD of Rs.2.00 lakh with BHEL:PSER for such job

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(evidence of deposit must be submitted) will be exempted from submission of EMD with this tender. The followings may be noted:

In case the bidder deposits separate EMD as mentioned above, there will be no change in existing clauses of this tender.

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 / or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

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 successful execution of the job or submission of Security deposit (if applicable). In case of bidders having one time EMD; one time EMD cannot be used for SD purpose. Bank Guarantee shall not be acceptable towards EMD.

SCAN COPY OF EMD TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL OFFER IN MJUNCTION E-PROCUREMENT PORTAL/PLATFORM. ORIGINAL EMD TO BE SUBMITTED IN SEALED ENVELOPE (SUPERSCRIBING TENDER REFERENCE) TO HEAD-PURCHASE/DGM/PURCHASE, BHEL BHAWAN, DJ-9/1, SECTOR-2, KARUNAMOYEE, SALT LAKE CITY, KOLKATA-700091, WEST BENGAL PRIOR TO LATEST DUE DATE OF SUBMISSION OF OFFER.

In case the bidder deposits separate EMD as mentioned above, there will be no change

- a) In existing clauses of this tender.
- b) In case of bidders having one time EMD; one time EMD can not be used for SD purpose.
- c) Security deposit, if applicable, shall be submitted as per provision of tender. Such **Security deposit shall cover the entire duration of work plus the performance guarantee period plus three months notice period prior to release of the same.**
- d) **Bank Guarantee shall not be acceptable towards EMD. The EMD shall be enclosed with the Techno-Commercial Bid in the form and manner as mentioned above.**

This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	1.Scanned copy of Covering letter of offer (To be attached in Attachment section) 2. Copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) 4. Duly filled all annexures except price & unpriced format (To be attached in Attachment section). 5. Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) 7. All supporting documents/ Annexures etc as applicable (To be attached in Attachment section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).

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PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	10. Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Unpriced bid Attachment section)
PRICE BID	11. Duly filled in Price Schedule as per tender. (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

3. SPECIAL NOTE:

- A) *Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.*
- B) *All documents / annexure submitted with the offer shall be properly annexed and uploaded in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.*
- BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
 - BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD)
 - No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
 - You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
 - For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
 - BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
 - In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries /clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
 - In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
 - Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
 - Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender.

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14. Price bids of those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids / pre-qualifying criteria and as considered suitable by BHEL.
15. While BHEL reserves the right to open the price bid of the offers in camera. The date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
16. Taxes and duties shall be as per tender.
17. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
18. Bidders are required to submit price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
19. Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
20. BHEL reserves the right to go for REVERSE AUCTIONING (RA) instead of opening the price in e-procurement portal/platform, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
In such case all qualified bidders will be intimated regarding procedure/ modality of process prior to RA and price will be decided through RA process only. In such case the price in e-procurement portal/platform, submitted by the bidder will not be opened.
21. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Information and General Terms and conditions of Reverse Auction is attached in Part-F.
22. Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR DGM/PURCHASE, BHEL, KOLKATA.
23. However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' in e-procurement portal/platform, submitted by the bidder will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
24. In case BHEL decides not to go Reverse Auction procedure for this tender enquiry, the price bid and price impacts, if any, already submitted in e-procurement portal/platform, submitted by the bidder shall be opened as per BHEL's standard practice.
25. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.
26. Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.
27. **"The offers 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 web site www.bhel.com".**
28. **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.**
29. The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the

format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).

30. The bidder may have to produce original document for verification if so decided by BHEL.

31. Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.

32. Supplier shall furnish specific conformance to all material specifications and terms and conditions (General and Special) mentioned hereunder as well as appearing in Annexures enclosed as acceptable to them along with their offer. **Offers with deviation(s) are liable for rejection.**

33. "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 EM II certificate along with attested copy of a CA certificate (Format enclosed at FORM-03 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 deemed 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 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. "

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

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

34. Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT) & Pre-Qualifying Criteria (Annexure-I)
- Price Schedule – PART-E
- Technical Specification and Special Condition of Contract (SCC)- PART-C
- General Conditions of Contract (GCC)- PART-B
- Terms & conditions of reverse auction –Part F
- Forms and Procedures — PART- H

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in this web page only. As such, all the bidders are requested to be in continuous touch with this web page.

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LTD

Sr Engineer (Purchase)

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35.

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	03323398222
	FAX no	033-23211960
	E-mail	ujjwalh@bhelpser.co.in

Enclosure

01. Annexure-I: Pre qualifying Criteria.
02. Annexure- II : No Deviation Certificate
03. Annexure-III: Format for seeking clarification
04. Annexure-V: Suspension of business dealing with Suppliers
05. Annexure-VI: Certificate by Chartered Accountant
06. Annexure-VII: Declaration for relation in BHEL
07. Tender documents as per this NIT.

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ANNEXURE - I

JOB	"SUPPLY OF BLACK BITUMINUS PAINT AT BHEL, PSER'S 4X250 MW BRBCL NABINAGAR SITE, BIHAR.
TENDER NO	PSER: PUR: PMX: 128(XI):056 DATE: 02/09/2016

Pre-Qualification Criteria

1. BIDDER SHALL BE ORIGINAL EQUIPMENT MANUFACTURER (OEM) OR AUTHORISED DEALER / DISTRIBUTOR OF OEM. DEALER / DISTRIBUTOR SHOULD SUBMIT AUTHORISATION CERTIFICATE FROM MANUFACTURER IN THE NAME OF BIDDER AGAINST THIS TENDER ALONG WITH THE OFFER.
2. THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF BITUMINUS PAINT AT LEAST 30% OF TENDERED QUANTITY TO ANY GOVT/PSU/REPUTATED ORGANISATIONS IN LAST 3 (THREE) YEARS ENDING ON LAST DATE OF BID SUBMISSION AND BIDDER SHALL HAVE TO SUBMIT COPY OF PURCHASE ORDER ALONG WITH DOCUMENTS CONFIRMING THE PROOF OF DELIVERY OF MATERIALS AGAINST THE PURCHASE ORDER ALONG WITH THE OFFER.
3. BIDDER SHOULD HAVE AN AVERAGE ANNUAL FINANCIAL TURNOVER OF **Rs.7.29 LAKH** DURING THE LAST THREE YEARS, ENDING ON 31ST MARCH'15 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.

IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE 3 (THREE) YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST ABOVE 3 (THREE) YEARS, WILL BE AVERAGED FOR 3 (THREE) YEARS.

IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY THE CHARTERED ACCOUNTANT.

4. BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).

NOTE

1. THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIAN CAN ONLY PARTICIPATE IN THE TENDER.
2. BIDDERS QUOTING IN INDIAN CURRENCY (INR) ONLY SHALL BE QUALIFIED.

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ANNEXURE – II**NO DEVIATION CERTIFICATE**
(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)

To,
BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	“SUPPLY OF BLACK BITUMINUS PAINT AT BHEL, PSER'S 4X250 MW BRBCL NABINAGAR SITE, BIHAR.”	
Ref	1.0	Tender no.: PSER: PUR: PMX: 128(XI):056 DATE: 02/09/2016
	2.0	Other references (if any).

Dear Sirs,

With reference to above tender, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same.

We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

It is also confirmed that the price has been quoted in the format received with the enquiry. We confirm that, we do not have any objections to splitting the quantity among the different bidders by BHEL and price shall remain firm till the completion supply of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

(Signature of bidder)
with Seal

ANNEXURE – III**FORMAT FOR SEEKING CLARIFICATION**

JOB	“SUPPLY OF BLACK BITUMINUS PAINT AT BHEL, PSER’S 4X250 MW BRBCL NABINAGAR SITE, BIHAR.”^a
TENDER NO	PSER: PUR: PMX: 128(XI):056 DATE: 02/09/2016

Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

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Annexure – V

1	Suspension of business dealing with Suppliers Depending upon the gravity of the omission or commission by the Supplier, the Supplier may be either put on hold for future enquiries for specific material category/ item or delisted or banned as detailed hereinafter.
2.0	Hold A Supplier may be put on hold for future enquiries for specific material category/ items/ works for a specific unit on the basis of one or more of the following reasons:
2.1	Before placement of order, Supplier does not honour his own offer or any of its conditions within the validity period.
2.2	In the last three consecutive supplies of a specific material category, average quality rating as at the end of the previous calendar month falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.
2.3	Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is reached/ exceeded or b) delay period has equaled/ exceeded the original delivery period specified in the contracts whichever among the above is earlier.
2.4	Supplier performance rating in line with SEARP falls below 60% of the specific material category.
2.5	Supplier fails to respond against three consecutive tenders. ('Regret letter' from the Supplier is to be considered as response)
2.6	Supplier fails to settle any outstanding on account of material (including short return)/ scrap or on any other account.
2.7	Supplier works are under strike/ lockout for a period of more than six months.
3.0	De-listing A Supplier may be de-listed i.e. removed from the list of registered Suppliers of a Unit for all categories of material on the basis of one or more of the following reasons:
3.1	Supplier in any way tampers with tendering procedure affecting ordering process.
3.2	Supplier has misused BHEL documents/ drawings or has breached the confidentiality agreement with BHEL.
3.3	After placement of order, Supplier fails to execute the contract.
4.0	Banning A Supplier can be banned from doing any business with all Units of BHEL on the basis of receipt of evidence of one or more of the following reasons:
4.1	Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or has resorted to unethical, illegal means in getting the contract.
4.2	In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.
4.3	Supplier is found to be involved in cartel formation or in any act so as to influence the bidding process or influence the price.
4.4	The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc.
4.5	The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
4.6	The Supplier is declared bankrupt, insolvent, has wound up or been dissolved; i.e. ceases to exist for all practical purposes.
4.7	Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.
4.8	A decision has been taken by the administrative ministry of the Government to ban business dealings with a Supplier and such decision has been communicated to BHEL.
4.9	The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect.
4.10	Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
5.0	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
6.0	All existing contracts with a 'BANNED' contractor shall normally be short closed
7.0	Once the order for banning is passed, existing offers/ new offers of the Supplier shall not be entertained.
8.0	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211496

Annexure – VI**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 Scale Industries vide its notification No.S.O.I722(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

(Strike off whichever is not applicable)

The above investment of Rs Lacs is 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/yyyy) which is within the period of 3
 years from the date of graduation of such enterprise from its original category as notified vide 5.0. 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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211496

Annexure-VII

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL.

Tick (√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211496

PART – B**GENERAL CONDITIONS OF CONTRACT (GCC)**

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
01	Our requirement is for use at BHEL SITE FOR POWER SECTOR: NABINAGAR SITE. Offers are invited to submit in two-parts. The Technical -Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened. Tenders will be received up to 15.00 Hours on the said due date. <u>If the vendor submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection. Price should be submitted as per tender format only & uploaded in the price section.</u>		
02	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Other wise the offer will be treated as Unsolicited Offer and same will not be opened".		
03	BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.		
04	The equipment offered shall be strictly conforming to the specification and for complete unit.		
05	No offer for individual accessories or part machinery will be accepted.		

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
06	<u>Terms of payment :</u> a) 90% (Ninety percent) of order value shall be payable after receipt of material(s) at site and within 30 days on submission of documents e.g. Original copy of lorry way bill, Invoice in duplicate, receipted delivery challan in duplicate, Manufacturer's batch test certificate, Guarantee certificate, Catalogues and O&M manuals etc. as applicable. b) Balance 10% (Ten percent) of order value shall be payable within 30 days against SRV & on submission of 10% Performance bank guarantee (PBG) with validity till the guarantee period. c) No advance shall be paid. d) Paying Authority: HEAD/FINANCE, BHEL-PSER, KOLKATA. Payment shall be made through e-payment mode. Successful bidder shall have to submit the requisite details in RTGS format.		
07	<u>GUARANTEE/WARRANTY:</u> The material shall be guaranteed for a period of 12 (Twelve) months from the date of receipt at Site against any manufacturing defects. If any discrepancy noticed during testing, the paint will have to be replaced to Site free of cost.		
08	<u>Delivery:</u> Delivery of the items at site shall be completed on F.O.R. Site basis Within 15(Fifteen) days of MDCC by BHEL. Supply validity shall be for Six months from date of P.O. <u>Offer with delivery period beyond 15(Fifteen) days from MDCC shall be liable for rejection.</u> However, in case due to any reasons if the same is accepted by BHEL, the same shall be loaded for the delayed delivery period (in this case 15(Fifteen) days from MDCC) & percentage of loading shall be as per clause no.12 of Part-B, GCC (LD clause).		
09	<u>CENVATABLE ED</u> Bidder to consider the benefit on CENVAT in their quoted basic price. BHEL is eligible to take CENVAT Credit as per CENVAT Credit Rule. Bidders eligible to issue Excise Invoice to BHEL for any materials either as manufacturers, first stage or second stage dealer under the Central Excise Act, Rules etc. must furnish the CENVATABLE ED amount as mentioned in price schedule. CENVATABLE ED amount which can be passed on to BHEL by the bidder will not be considered for evaluation of the offer. Vendor shall submit the declaration as per attached format for claiming CENVATABLE ED amount.		

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
10	<u>DISCOUNTS</u> Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.		
11	<u>TERMINATION CLAUSES:</u> BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations. Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.		
12	<u>Liquidated Damage (LD) :</u> Subject to force majeure, If vendor fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the order value for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (ten percent) of the order value. For this purpose, the period of delay shall be the delay attributable to vendor for completion of job as per contract.		
13	a) <u>Security Deposit (SD):</u> Not Applicable b) <u>Performance Bank Guarantee (PBG):</u> The successful tenderer should furnish a performance bank guarantee (along with supply) for an amount of 10% of the order value valid till completion of the guarantee period. PBG confirmation charge (if any) shall be borne by vendor.		
14	The sealed tenders super scribing tender number and due date should be ASST. ENGINEER/PURCHASE OR DY. MANAGER/PURCHASE OR HEAD /PURCHASE, BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION, PLOT NO.9/1, BLOCK-DJ, SECTOR-II, SALT LAKE, KOLKATA-700091 clearly mentioning the Tender No. along with latest due date of offer submission.		
15	<u>Inspection:</u> BHEL will have the option to pre-inspect the equipment at supplier's works by our inspector. The final inspection of performance will however be carried out at our site. Bidder must submit quality plan/test certificate within one week from the date of order, to BHEL for its approval and dispatch clearance.		

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
16	The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.		
17	Supplier must submit with their offer list of customers (with their full address and their purchase reference number) to whom they have supplied similar machine in the past five years. The year of supply should also be indicated.		
18	The quotation should be valid at least for a period of 90 (Ninety) days from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.		
19	Force Majeure : The vendor shall be subject to force majeure clause defined as under : This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.		
20	Arbitration : In the event of any dispute or difference arising between the parties to this contract regarding execution of the same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of sole arbitration of General Manager, BHEL, PSER, Kolkata or any other person nominated by him and provisions of the "The Arbitration and Conciliation Act ,1996" of India or any statutory notification or re-enactment therefore and rules framed there under from time to time shall apply to such arbitrations. The decision of arbitrator shall be binding both on seller and purchaser. The venue of arbitration shall invariably be Kolkata, India.		
21	Jurisdiction : All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.		

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
22	Risk Purchase : Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchase in addition of LD at the rate mentioned in LD clause.		
23	General : The Consignee for the items shall be : CONSTRUCTION MANAGER, BHEL SITE OFFICE, 4X250 MW BRBCL NABINAGAR SITE, P.O. – KHADHA, DISTRICT- AURANGABAD(BIHAR) PIN-824303 All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.		
24. LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS			
(I)	Bank Guarantee: Non submission of 10% BG will attract 10% loading on the offers.		
(II)	Penalty Clause: Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.		
(III)	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.		
25	Note: The offers not complying the above Terms & Conditions shall be liable for rejection.		

Note:

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
03. **Bidder should write “accepted” in the column “supplier confirmation” for each clause, if the conditions are agreeable or else should write the deviations sought in “deviation” column.**
04. **If any clause left blank, shall be presumed that the clause is accepted by the bidder.**

SIGNATURE OF THE BIDDER WITH
SEAL AND DATE

CENVAT DECLARTION FORMT TO BE SUBMITTED IN VENDOR's LETTER HEAD

TO WHOM IT MAY CONCERN

We ,.....(a registered dealer under the Central Excise Act,1944) do hereby declare that the goods as per the Annexure enclosed is falling under chapter Nos. _____ which is proposed to be supplied in pursuance of the PO/ LOI No..... dtd. is component/ Spares / Accessories (Strike out irrelevant portion) of the goods falling under chapter 82,84,85,90 heading M;6805 proposed to supplied as per the PO/ LOI No..... dtd.

It is further undertaken that in the event BHEL, PSER is denied of the CENVAT credit by their Jurisdictional Excise Authorities, the same shall be made good by us.

[SIGNATURE]

AUTHORISED SIGNATORY OF THE VENDOR

PART: C TECHNICAL SPECIFICATION AND SPECIAL CONDITION OF CONTRACT (SCC)

SCOPE: SUPPLY OF BLACK BITUMINUS PAINT AT BHEL, PSER'S 4X250 MW BRBCL NABINAGAR SITE, BIHAR, as per specification detailed below:

Technical Data:

Areas of application: Can be used as an economical coat on metal and concrete.

- Anti Corrosive Bituminous Black Paint : IS 158
- Viscosity Of Supply: 80 - 120 secs. by Ford Cup B-4 at 30 C
- Covering Capacity: 8-10 sq. mtrs./ltr. per coat
- Drying Time @ 28-30 C: Touch dry - 3 hours, Hard dry - 8 hours, Full Hardness - N/A
- Specific Gravity: 0.90-0.93
- Volume Solid: 48 %
- Flash Point : above 30° C

Special Conditions of Contract

1. BIDDER SHOULD QUOTE FREIGHT CHARGES. IF BIDDER DOES NOT QUOTE/INDICATE THE PRICE FOR FREIGHT CHARGES AGAINST INDICATED RATE SCHEDULE, THE SAME SHALL BE CONSIDERED AS 2% OF BASIC PRICE AND ADJUSTED WITH THE TOTAL QUOTED PRICE AGAINST EACH ITEM KEEPING THE TOTAL QUOTED PRICE UNALTERED.
 2. QUANTITY VARIATION: SCOPE OF SUPPLY BY THE VENDOR MAY VARY +10% QUANTITY AS PER SITE REQUIREMENT AND THE ADDITIONAL QUANTITY SHALL BE SUPPLIED AGAINST WRITTEN CONFIRMATION RECEIVED FROM SITE. PAYMENT FOR ADDITIONAL QUANTITY SHALL BE AS PER SAME RATE, TERMS AND CONDITION OF THE PO.
 3. BIDDER SHOULD SUPPLY INDENTED PAINT FROM THE FOLLOWING BRANDED PRODUCT OF PAINT.
 - A) BERGER
 - B) SHALIMAR PAINTS
 - C) ASIAN PAINTS
 - D) Other reputed paint make
- 4) **BIDDERS MUST QUOTE FOR ALL ITEMS & FOR TOTAL QUANTITY, OTHERWISE THEIR OFFER SHALL NOT BE CONSIDERED FOR EVALUATION. BIDDERS MUST MENTION (QUOTED/UNQUOTED) IN THE UNPRICED PRICE BID FORMAT IN THEIR TECHNO-COMMERCIAL OFFER.**

5) MATERIALS ARE TO BE DISPATCHED WITHIN 15 DAYS OF MDCC BY BHEL.

6) SUPPLY VALIDITY FOR THE PAINTS SHALL NOT BE LESS THAN SIX MONTHS FROM THE DATE OF ISSUANCE OF P.O.

7) ALL MATERIALS SHOULD BE ACCOMPANIED WITH GUARANTEE CERTIFICATE & MANUFACTURER'S BATCH TEST CERTIFICATE.

(Signature, date & seal of authorized representative of the bidder)

SPECIAL CONDITION OF CONTRACT (SCC)

1. Bidder shall quote their FIRM rates/ price inclusive of all taxes, duties etc. on F.O.R. Site basis, during contract period including extension, if any excepting cost of Insurance and Entry Tax/Octroi (if any). BHEL shall not release any additional payment in this regard. Bidder may please note that concessional sales tax form ("c- form") shall not be provided by BHEL for inter-state purchase. Bidders quoting in CST shall quote full rate of tax.
2. Way bill/Road permit (if any required) shall be provided by BHEL.
3. Entry Tax/Octroi (if any) is to be borne by BHEL.
4. Bidders shall furnish Technical Specification of offered paints in their techno-commercial bid.
5. Paints are to be supplied in sealed containers of standard size.

(Signature, date & seal of authorized representative of the bidder)

Annexure – A

Details regarding Consignee & endorsement in LR/RR/GR/CN

A : FOR SELF MANUFACTURED ITEMS OF VENDORS:

LR/RR/GR /CN must the bear the name of BHEL as “CONSIGNEE “ for BHEL to endorse the following words on the back of Despatch Documents i.e. LR/RR/GR/CN **prior to the date of receipt of materials by BHEL at site i.e (after movement commences and before it terminates).**

“PLEASE DELIVER THE GOODS TO Customer's Name and Address Customer's , CST NO*. of customer ()”

Name of Authorized Signatory of BHEL's MM DEPT.

Date:

Signature:

B: FOR BOUGHT-OUT ITEMS OF VENDORS:

STEP-1 :

SUB-Vendors' LR/RR/GR/CN must the bear name of VENDOR as “CONSIGNEE”.

VENDOR must endorse the following words on the back of Despatch Documents i.e. LR/RR/GR/CN **prior to the date of receipt of materials by VENDOR i.e (after movement commences and before it terminates).**

“PLEASE DELIVER THE GOODS TO BHEL's Name and Address BHEL's , CST NO. ()”

Name of Authorized Signatory of VENDOR'S .

Date:

Signature:

STEP-2:

BHEL must endorse the following words on the back of Despatch Documents i.e. LR/RR/GR/CN **prior to the date of receipt of materials by BHEL at site i.e (after movement commences and before it terminates).**

“PLEASE DELIVER THE GOODS TO Customer's Name and Address Customer's , CST NO. of customer ()”

Name of Authorized Signatory of BHEL's MM DEPT. _____

Date:

Signature:

CONSIGNEE DETAILS SHALL BE AS UNDER:

**CONSTRUCTION MANAGER, BHEL SITE OFFICE,
4X250 MW BRBCL NABINAGAR SITE,
P.O. – KHADHA,
DISTRICT- AURANGABAD(BIHAR)
PIN-824303**

PART-F
Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form **(annexure IV of business rule document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule)** before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

PART-H

FORMS AND PROCEDURES

F-01

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated² valued at Rs.....² (Rupees -----)for <Nature of Work>³ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----)⁴ without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁵ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁶ (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁷
- b) This Guarantee shall be valid up to⁸

- c) Unless the Bank is served a written claim or demand on or before _____⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

- b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other do

LIST OF CONSORTIUM BANKS FOR BANK GUARANTEE

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

F-02

RTGS FORMAT

Form for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF VENDOR WITH DATE & SEAL CONFIRMATION BY BANKER WITH OFFICE SEAL

Note : Incorrect information will create accounting complications and payment will be delayed.

Vendor Details

- 1. Name & address of the vendor/company:**
- 2. PAN No. of the vendor/company (scan copy of PAN Card):**
- 3. Contact Person for the vendor/company:**
- 4. Mobile number & E-mail of the contact person:**
- 5. VAT / TIN:**
- 5. CST:**

SIGNATURE OF THE BIDDER WITH DATE & SEAL

F-04
FORMAT FOR DETAILS OF BIDDER

NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

E-TENDER REFERENCE NO.PSER: PUR: PMX: 128(XI):056 DATE: 02/09/2016**PART- E - UNPRICED - PRICE SCHEDULE**

SL. NO.	SUPPLY OF BLACK BITUMINUS PAINT AS PER IS:158 , 1981, AT BHEL, PSER'S 4X250 MW BRBCL NABINAGAR SITE, BIHAR, AS PER COMPLETE TENDER SPECIFICATION .	UOM	QUANTITY	UNIT PRICE (in Rs.)	TOTAL PRICE for 19000 liters (total quantity). (in Rs.)
A	B	C	D	E	F = (D X E)
1	Basic Price (Amount)	liters	19000		
2	Excise Duty (%)	liters	19000		
3	Excise Duty (Amount)	liters	19000		
4	VAT (%)	liters	19000		
5	CST (C-form shall not given by BHEL) (%)	liters	19000		
6	VAT / CST (C-form shall not given by BHEL) (Amount)	liters	19000		
7	Packing & Forwarding Charges (Amount)	liters	19000		
8	Transportation Charges (Amount)	liters	19000		
9	Entry Tax/Octroi (if any) (Amount)	liters	19000	By BHEL	By BHEL
10	Transit Insurance (Amount)	liters	19000		
11	Any other charges (Please Specify the name of charge in Right hand column)	liters	19000		
12	Any other charges as mentioned in sl. no. 11 (Amount)	liters	19000		
13	All inclusive Total F.O.R Price (Sum of Amount of sl. no. 1+3+ 6+7+8+10+12)	liters	19000		
14	CENVATABLE ED (Amount)	liters	19000		
15	NET OF CENVAT PRICE i. e (Total Cost as per sl. no. 13 – sl. no.14)	liters	19000		

Note:-

- BHEL shall not issue C –form I.E. **CONCESSIONAL SALES TAX FORM SHALL NOT BE PROVIDED BY BHEL FOR INTER-STATE PURCHASE. BIDDERS QUOTING IN CST SHALL QUOTE FULL RATE OF TAX.**
- CENVATABLE ED amount which can be passed on to BHEL by the bidder will not be considered for evaluation of the offer.(Ref. Cl. No. 09, PART-B).
- Way bill/Road permit (if any required) shall be given by BHEL.
- Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. cl. 10. PART-B).
- Bidder should mention CENVATABLE ED amount as indicated above otherwise construed it will be NIL and/or CENVAT benefit cannot be passed on to BHEL by the bidder.
- Bidder must quote the price elements mentioned in price schedule.If any element left blank shall be construed as the price is included in all inclusive F.O.R. price.
- **'NET OF CENVAT PRICE (Sl. No. 15 above)' for total quantity shall be taken into account for evaluation.**
- Purchase order shall be issued on '**All inclusive Total F.O.R Price** ' for total quantity. Original excise invoice shall be submitted by the bidder to claim CENVATABLE ED amount.
- BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PRIOD.
- BIDDER SHALL CLEARLY SPECIFY THE KIND OF SALE I.E. WHETHER IT IS INTERSTATE SALE (CST SALE) OR INTRASTATE SALE (VAT SALE) IN THEIR OFFER, & SHALL QUOTE IN CORRESPONDING CST / VAT ABOVE.
- **BIDDER TO MENTION "QUOTED" OR "NOT-QUOTED" IN THE PRICE/RATE COLUMN FROM THE DROP DOWN MENU.**

Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Part-E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.

E-TENDER REFERENCE NO.PSER: PUR: PMX: 128(XI):056 DATE: 02/09/2016**PART- E - PRICE SCHEDULE**

SL. NO.	SUPPLY OF BLACK BITUMINUS PAINT AS PER IS:158 , 1981, AT BHEL, PSER'S 4X250 MW BRBCL NABINAGAR SITE, BIHAR, AS PER COMPLETE TENDER SPECIFICATION	UOM	QUANTITY	UNIT PRICE (in Rs.)	TOTAL PRICE for 19000 liters (total quantity). (in Rs.)
A	B	C	D	E	F = (D X E)
1	Basic Price (Amount)	Litres	19000		
2	Excise Duty (%)	Litres	19000		
3	Excise Duty (Amount)	Litres	19000		
4	VAT (%)	Litres	19000		
5	CST (C-form shall not given by BHEL) (%)	Litres	19000		
6	VAT / CST (C-form shall not given by BHEL) (Amount)	Litres	19000		
7	Packing & Forwarding Charges (Amount)	Litres	19000		
8	Transportation Charges (Amount)	Litres	19000		
9	Entry Tax/Octroi (if any) (Amount)	Litres	19000	By BHEL	By BHEL
10	Transit Insurance (Amount)	Litres	19000		
11	Any other charges (Please Specify the name of charge in Right hand column)	Litres	19000		
12	Any other charges as mentioned in sl. no. 11 (Amount)	Litres	19000		
13	All inclusive Total F.O.R Price (Sum of Amount of sl. no. 1+3+ 6+7+8+10+12)	Litres	19000		
14	CENVATABLE ED (Amount)	Litres	19000		
15	NET OF CENVAT PRICE i. e (Total Cost as per sl. no. 13 – sl. no.14)	Litres	19000		

Note:-

- BHEL shall not issue C –form I.E. **CONCESSIONAL SALES TAX FORM SHALL NOT BE PROVIDED BY BHEL FOR INTER-STATE PURCHASE. BIDDERS QUOTING IN CST SHALL QUOTE FULL RATE OF TAX.**
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- Bidder must quote the price elements mentioned in price schedule.If any element left blank shall be construed as the price is included in all inclusive F.O.R. price.
- **'NET OF CENVAT PRICE (Sl. No. 15 above)' for total quantity shall be taken into account for evaluation.**
- Purchase order shall be issued on **'All inclusive Total F.O.R Price ' for total quantity.** Original excise invoice shall be submitted by the bidder to claim CENVATABLE ED amount.
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- BIDDER SHALL CLEARLY SPECIFY THE KIND OF SALE I.E. WHETHER IT IS INTERSTATE SALE (CST SALE) OR INTRASTATE SALE (VAT SALE) IN THEIR OFFER, & SHALL QUOTE IN CORRESPONDING CST / VAT ABOVE.

Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule(Part-E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.