



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

Bhel Bhawan, Plot No. Dj-9/1, Secotr II, Salt Lake City, Kolkata

WEST BENGAL, INDIA

Phone : 033-2321 1690 FAX : 033-2321 1960

NOTICE INVITING TENDER

E-TENDER DOCUMENT NO.: PSER: PUR: PMX: 285 (VI): 119 Date 13/03/2017

SUB: E-TENDER DOCUMENT FOR SUPPLY OF CHEMICALS FOR PT (PRE TREATMENT)

PLANT AT BHEL, PSER's SURATGARH SITE, RAJASTHAN

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.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
1	E-TENDER NUMBER	PSER: PUR: PMX: 285(VI):119 DATE: 13/03/2017	
2	Broad Scope of job	SUPPLY OF CHEMICALS FOR PT (PRE TREATMENT) PLANT AT BHEL, PSER's SURATGARH SITE, RAJASTHAN	
3	ISSUE OF TENDER DOCUMENTS	a) <i>Online through e-procurement platform at https://bheleps.buyjunction.in</i> b) <i>in BHEL website (www.bhel.com, www.jantermanter.com & CPP Portal) : For tender viewing purpose only</i>	a) Applicable b) Applicable
4	DETAILS OF TENDER DOCUMENT		
4.1	PART - A	PRE-QUALIFICATION CRITERIA	Applicable
4.2	PART - B	General conditions of contract (GCC)	Applicable
4.3	PART - C	Technical Specification & Special Condition of Contract (SCC)	Applicable
4.4	PART - D	No deviation certificate	Applicable
4.5	PART - E	PRICE SCHEDULE & UNPRICED PRICE SCHEDULE	Applicable
4.6	PART - F	Terms & Conditions of Reverse Auction	Applicable
4.7	PART - G	FORMS AND PROCEDURES	Applicable
5	EMD AMOUNT	Rs. 65,855 (Rupees Sixty Five Thousand Eight Hundred Fifty Five Only) [To be submitted in the form and manner as mentioned below]	Applicable
6	COST OF TENDER	NIL	Not Applicable
7	DUE DATE & TIME OF OFFER SUBMISSION	Date: 23-03-2017 , Time: 15-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://bheleps.buyjunction.in)	Applicable
8	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 23-03-2017 , Time: 16-30 Hrs. (online only through e-procurement platform at https://bheleps.buyjunction.in , participating bidders may witness the same online only)	Applicable
9	LAST DATE FOR SEEKING CLARIFICATION	Date: 18-03 -2017 (UP TO 11:00 Hrs.)	Applicable
10	SCHEDULE OF Pre Bid Discussion (PBD)	(In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)	Not Applicable.

11	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	--	Not Applicable
12	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 (DGM, Purchase Phone no. 033-23398221 or AGM, Purchase Phone no. 033-23398220). alteration/changes by bidders is permitted in the tender/NIT appeared in the website.**

Earnest Money Deposit (EMD) of Rs. 65,855 (Rupees Sixty Five Thousand Eight Hundred Fifty Five 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), or Electronic Fund Transfer credited in BHEL account(Before Tender Opening date), shall be submitted by bidder as mentioned below, failing which the bidder's offer is liable for rejection.

EMD by the Tenderer will be forfeited as per NIT conditions, if, after opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL and/or if the successful bidder/vendor refuses to honour the order after award of the same.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant " Guidelines on Suspension of business dealings with suppliers/contractors" and forfeited/released based on the action as determined under these guidelines.

EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of contract. The EMD of successful bidder shall be returned after successful execution of the job or submission of Security deposit (if applicable).

SCAN COPY OF DOCUMENTS IN SUPPORT OF SUBMISSION OF EMD TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL OFFER IN MJUNCTION E-PROCUREMENT PORTAL/PLATFORM. IN CASE OF EMD SUBMISSION THROUGH BANKER'S CHEQUE/PAY ORDER/DEMAND DRAFT, SAME TO BE SUBMITTED IN SEALED ENVELOPE (SUPERSCRIBING TENDER REFERENCE) TO HEAD-PURCHASE/ASST. ENGINEER/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.

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. Scanned 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 bidders letterhead as per format given in Tender (To be attached in Attachment section).
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.

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 placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- 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.
 - 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).

5. You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
6. 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.
7. 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.
8. 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.
9. 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.
10. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
11. 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. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
12. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
13. While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
14. Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
15. Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender. Price Bids shall be evaluated in the manner as prescribed in Price Schedule.
16. Taxes and duties shall be as per tender. 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.
17. 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.
18. "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.

19. 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).
20. 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.
In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.
21. If it is found that L1 bidder has quoted higher in online seal 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).
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 ASST. ENGINEER /PURCHASE, BHEL, KOLKATA. Information and General Terms and conditions of Reverse Auction is attached in Part-F.
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' and price impacts (if any), already submitted in e-procurement portal/platform, submitted by the bidder shall be opened for deciding the successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.
24. 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.
25. 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-I party, then the awarded price shall be after considering the discount.
26. 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.
27. The offers of the bidders who are on the banned list as also the offer of the bidders, who engages 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 shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) 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.
29. The bidder may have to produce original document for verification if so decided by BHEL.
30. Suspension of Business dealings with Suppliers/ Contractors : 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-II.

31. 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.
32. "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) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -C 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.

33. 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 (PART-A)
 - Price Schedule – PART-E
 - Technical Specification and Special Condition of Contract (SCC)- PART-C
 - General Conditions of Contract (GCC)- PART-B
 - Forms and Procedures — PART- G

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.

For all clarifications/issues related to the tender, Please contact:

Name	(1) Animesh Bhakta / DGM (PURCHASE) (2) Subrata Sen/AGM & HOD (PURCHASE)
Deptt:	PURCHASE
Address:	BHEL Bhawan, DJ-9/1, Sector – II, Salt Lake, Karunamoyee, Kolkata – 700 091
Phone: (Landline / Mobile)	(1) 033-23398221 (2)) 033-23398220
Email:	abhakta@bhelpser.co.in , ssen@bhelpser.co.in
Fax:	033-23211960

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LTD

DGM (Purchase)

PART – A**PRE-QUALIFICATION CRITERIA**

1. THE BIDDER SHOULD HAVE SUPPLIED FOLLOWING ITEMS INCLUDING ITEMS WITH MINIMUM QUANTITY AS SPECIFIED BELOW, TO ANY GOVT/PSU/REPUTED ORGANISATIONS IN LAST THREE YEARS ENDING ON LAST DATE OF BID SUBMISSION.

SL.NO.	CHEMICAL NAME	QUANTITY
a	Poly Electrolyte(100% soln)	3 MT
b	DWPE (100% soln)	0.45 MT

ALL RELEVANT DOCS TO BE SUBMITTED IN SUPPORT OF THE ABOVE.

2. BIDDER SHOULD HAVE AN AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF **Rs. 9.88 LAKH** DURING THE LAST THREE YEARS, ENDING on 31-03-2016 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 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 CHARTERED ACCOUNTANT.

- 3 INDIAN BIDDERS OR INDIAN COUNTER PART OF FOREIGN BIDDERS SHOULD FURNISH VALID PAN (PERMANENT ACCOUNT NO.).

NOTE:

1. CONSIDERATION OF OFFER WILL BE SUBJECT TO CONCURRENCE FROM PT PLANT VENDOR / BHEL.
2. THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIAN CAN ONLY PARTICIPATE IN THE TENDER.
3. BIDDERS QUOTING IN INDIAN CURRENCY (INR) ONLY SHALL BE QUALIFIED.

PART - B**GENERAL TERMS & CONDITIONS**

1. **100% payment within 30 days on submission of invoices accompanied with receipted challan after receipt of materials at destination.**
2. All taxes and duties e.g. ED, VAT/CST, and any other levies shall be quoted separately, as per percentage of Basic Price.
3. Where there is provision for payment of VAT/CST extra it will be paid only if registration number under State VAT /Central Sales Tax is mentioned on the bill/invoice.
4. The supplier will insure at his cost the goods for all transit risk.
5. Our Bankers are STATE BANK OF INDIA, COMMERCIAL BRANCH, SALT LAKE, KOLKATA / IDBI BANK, PARK STREET BRANCH, KOLKATA. Bank Charges, if any, will have to be borne by the supplier.
6. Correct date of effecting supplies in the event of an order should also be recorded in the quotation.
7. Failure to dispatch in time as per terms of delivery quoted in the order would make the supplier liable to an unconditional penalty of ½% of the value of goods ordered in arrears per week, at the discretion of the purchaser subject to maximum of 10% of order value. 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.
8. The equipment supplied shall be guaranteed for satisfactory performance for a period of eighteen months from the date of dispatch or 12 months from the date of commissioning whichever is earlier, as per applicability.
9. The order may be split among the suppliers as per BHEL discretion.
10. Acceptance of all goods will be subject to our inspection either at the suppliers' works or on receipt at destination.
11. Material should be of standard quality and conforming to our specification / relevant I.S. or B.S. Materials not conforming to those shall be rejected and returned to the suppliers at suppliers risk and cost.
12. Manufacturer's name, their trade mark and brand, if any should be mentioned illustrative leaflets giving technical particulars etc. should be attached.
13. Sample must be submitted where specified so as to reach us on or before the due date of enquiry.
14. No enhancement of rate for whatever cause will be allowed once the quotation is accepted and the order is placed. Withdrawal the quotation after it is accepted or failure to make the supply within the schedule period will entail cancellation of the order and forfeiture of earnest money if any and/or risk purchase and such defaulter is to be blacklisted.
15. The successful party should, if required by us in case the party is not included in the DGS & D list of rate contract holder furnish a security deposit or bank guarantee from the approved bank for an amount of 10% of the total value of the order for satisfactory execution of the same in accordance with the terms and conditions and delivery specified in the order.
16. The quantity of each item to be purchased may vary according to actual requirement at the time of placing order.
17. Any dispute arising out of this shall be referred to the sole arbitration of BHEL/PSER or any other officer nominated by the office and is award shall be final & binding on the parties. The venue of the arbitration in all cases shall be in Calcutta.
18. BHEL does not bind itself to accept the lowest or any quotation but reserve the right to accept or reject all or a part of any quotation at its discretion.
19. All suits in respect of this shall lie in the courts in Kolkata only.
20. A list of parties to whom similar goods have been supplied by party in the past with relevant particulars and performances shall be furnished with offer.

21. Valid authorised dealership certificate shall be furnished with offer.
22. Supplier shall maintain and ensure necessary safety measures as required for inspection & test H.V. Tests, Pneumatic Test, Hydraulic test, Spring Test, Bend Test etc. to enable inspection Agency for performing inspection. If any test equipment found not complying with proper safety requirements then the inspection Agency may withheld inspection till time desired safety requirements are met.
23. MSDS (Material Safety Data Sheet) for Chemicals have to be furnished along with supply of material.
24. Form 10 Transport Emergency (TREM) Card to be submitted and also ensure the TREM Card to be made available with the driver while transporting the material.

PART – C
SPECIAL TERMS & CONDITIONS (SCC)

These special conditions shall be read along with general terms & conditions (PART-B). In case of any conflict or inconsistency between the general and these special conditions, the provisions in the latter shall prevail and shall be binding on the vendor.

1. **The material will be tested at a lab as recommended by BHEL / Customer or Consultant before dispatch. Sample collection for the same may be done in presence of Customer / BHEL. However, the concentration of all chemicals shall again be verified at site in presence of bidder's representative. The bidder shall make good the chemicals found to be lower in concentration or short in quantity as compared to the desired concentration within a period of five days failing which BHEL reserves the right to procure the same at vendors risk & cost.**
2. Test certificate, guarantee certificate to be furnished along with the supply. Bidders to indicate shelf life of the chemical.
3. Transit insurance charge is to be borne by BHEL. BHEL shall arrange comprehensive MCE insurance policy. The vendor shall be responsible for timely intimation of dispatch particulars to the underwriter and BHEL, failing which the vendor shall be held responsible for the, loss/damage/theft/ of materials during transit. Vendor shall intimate dispatch particulars to the underwriter at the following address before dispatch of the material with copy to BHEL Site as mentioned below:-
UNITED INDIA INSURANCE COMPANY LIMITED,LARGE CORPORATE CELL,D-24 & E-25, 2ND FLOOR,HIMAYALA HOUSE, 23, K G MARG,NEW DELHI,Phone: 011-46016859, 23324759, 23314657,Fax: 011-23355307
MARINE POLICY : 500300/21/14/02/00000055, CONTACT PERSON : Sh. A.K Mukherjee, e-mail : akmukherjee@uiic.co.in
4. **Delivery period:** Dispatch is to be made on written confirmation and against Material Dispatch Clearance Certificate (MDCC) from BHEL-PMX/ SITE. Supply of the Chemicals at site is to be completed within 2 weeks of issue of MDCC. **Supply may be done on staggered basis. Material to be dispatched only after issuance of MDCC by BHEL.** Refer PART-C for Tentative delivery schedule & mode of delivery.
5. **CONSIGNEE:** The Consignee for the items will be: "CONSTRUCTION MANAGER, BHEL SITE OFFICE, C/O EXECUTIVE ENGINEER (CONSTRUCTION STORES , ADMINISTRATIVE BUILDING, 2 X 660 MW TPS, RRVUNL, PRABHAT NAGAR, SURATGARH STPS, DIST: SRIGANGANAGAR, PIN : 335804, RAJASTHAN"
6. **CENVATABLE ED:** Bidder to consider the benefit of 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.

7. DISCOUNTS: Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.
8. DETAILS OF PAYMENT TERMS: 100% Payment shall be made after receipt & acceptance of material at site and within 30 days on submission of invoice along with material receipted challan. No advance payment shall be made. For payment vendor shall submit bill along with receipted delivery challan to Purchase Dept, BHEL:PSER, KOLKATA.
Paying Authority : GM/FIN, BHEL-PSER, KOLKATA
9. The quotation should be valid at least for a period of 90 days from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.
10. Order shall remain valid for execution within three months of the P.O. date. Price shall remain firm till the completion supply of full ordered quantity.
11. Security Deposit is not applicable for this tender.
12. Materials found defective at the time of delivery shall be replaced by the supplier at free of cost.
13. Penalty @ $\frac{1}{2}$ % of order value per week of delay or part thereof at the discretion of purchaser, subject to a maximum of 10% of the order value shall be applicable. 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.
14. 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.
15. Order acceptance shall be confirmed within three days of issue of order. Non-receipt of the same within the time shall be construed as order has been accepted in to-to by the successful vendor.
16. Octroi /Entry taxes, if applicable shall be paid by BHEL separately.

PART – C**Technical Specification**

S.N.	ITEM DESCRIPTION	QUANTITY	DESTINATION
a	Poly Electrolyte(100% soln)	10 MT	CONSTRUCTION MANAGER, BHEL SITE OFFICE, C/O EXECUTIVE ENGINEER (CONSTRUCTION STORES , ADMINISTRATIVE BUILDING, 2 X 660 MW TPS, RRVUNL, PRABHAT NAGAR, SURATGARH STPS, DIST: SRIGANGANAGAR, PIN : 335804, RAJASTHAN"
b	DWPE (100% soln)	1.5 MT	

Material to be tested at a lab as recommended by BHEL/Customer or Consultant before dispatch.
Sample collection for the same to be done in presence of customer / BHEL, if required.

POLY ELECTROLYTE — PHYSICAL AND CHEMICAL PROPERTIES

Physical State: - Granular powder	Odour: - Odorless.	Color: -White to off-white
Bulk Density: - 800 kg/m3 (0.800 g/cc)	Boiling Point: - NA	Melting Point (°C):- NA
pH: - 6 – 7 (0.1% aq soln in water).	Charge :- Cationic	Solubility: - Soluble

DWPE — PHYSICAL AND CHEMICAL PROPERTIES

Physical State: - Granular powder	Odour: - Odorless.	Color: -White to off-white
Density: - 750 to 800 kg/m3 (0.750 to 800 g/cc)	Boiling Point: - NA	Melting Point (°C):- NA
pH: - 6 – 7 (0.1% aq soln in water).	Charge :- Anionic	Solubility: - Soluble

Tentative month-wise requirement and mode of delivery - Chemical for PT plant of Suratgarh

Sl. No.	Chemical Name	UOM	Indented quantity	Tentative Month-wise requirement				MODE OF DELIVERY TO SITE
				May'2017	June'2017	Aug'2017	Sep'2017	
a	Poly Electrolyte (100% soln)	MT	10	3		3	4	10/20 LITRES JERRYCAN
b	DWPE	MT	1.5	0.5		0.5	0.5	10/20 LITRES JERRYCAN

Note	Site clearance to be obtained in writing prior to despatch of items to site/PMX.
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PART – D

TO
Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR- II
SALT LAKE CITY KOLKATA – 700 091
FAX – 033-2321-1960

Sub: NO DEVIATION CERTIFICATE

**Sub: SUPPLY OF CHEMICALS FOR PT (PRE TREATMENT) PLANT AT BHEL, PSER's
SURATGARH SITE, RAJASTHAN**

Tender No.: PSER:PUR:PMX:285(VI):119 date: 13/03/2017

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. 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 confirm our acceptance to **reverse auctioning process*** and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

PART- E - PRICE BID					
S. N.	ITEM DESCRIPTION	UOM	QUANTITY	UNIT PRICE (Rs.)	TOTAL PRICE (Rs.)
A	B	C	D	E	F = (D X E)
	Basic Price				
a	Poly Electrolyte(100% soln)	MT	10		0
b	DWPE (100% soln)	MT	1.5		0
1	Total Basic Price (Amount) [Sum of Item a & b]				0
2a	Excise Duty (%) for Item Sl. No. a	%			0
2b	Excise Duty (%) for Item Sl. No. b	%			0
3a	Excise Duty (Amount) for Item Sl. No. a	MT	10		0
3b	Excise Duty (Amount) for Item Sl. No. b	MT	1.5		0
3	Total Excise Duty (Amount) [Sum of Item a,b,c & d]				0
4	VAT (%)	%			0
5	CST (C-form shall not given by BHEL) (%)	%			0
6	VAT / CST (C-form shall not given by BHEL) (Amount)				
7	Packing & Forwarding Charges (Amount)				
8	Transportation Charges (Amount)				
9	Entry Tax/Octroi (if any) (Amount)			By BHEL	By BHEL
10	Transit Insurance (Amount)			By BHEL	By BHEL
11	Any other charges (Please Specify the name of charge in Right hand column)				
12	Any other charges as mentioned in sl. no. 11 (Amount)				
13	All inclusive Total F.O.R site Price (Sum of Amount of sl. no. 1+3+ 6+7+8+12)				0
14	CENVATABLE ED (Amount)				0
15	NET OF CENVAT PRICE i. e (Total Cost as per sl. no. 13 – sl. no.14)				0
	Note:				
a	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.				
b	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. 06, SCC).				
c	Way bill/Road permit (if any required) shall be given by BHEL.				
d	Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 7. SCC).				
e	Bidder should mention Cenvatable ED amount as indicated above otherwise construed it will be NIL &/or CENVAT benefit cannot be passed to BHEL by bidder.				
f	Cenvatable ED shall be applicable if the same is falling under excise invoice chapter heading 82 or 84 or 85 or 90, else the same shall be considered as "NIL"				
g	Bidder must quote all 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.				
h	Bidder must quote all the items otherwise the offer is liable for rejection. Net of CENVAT Price (Sl. No.15 above) in totality as above shall be taken into account for evaluation. No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.				
i	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to item-wise lowest rates (amongst participating bidders), before placement of order.				
j	P.O. shall be issued on 'All inclusive Total F.O.R. Site Price for total quantity'. Original excise invoice shall be submitted by the bidder to claim CENVATABLE ED amount.				
k	BIDDER'S QUOTED RATE / PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD.				
l	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.				
	SIGNATURE OF THE BIDDER WITH SEAL & DATE				
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.					

PART- E - UNPRICED - PRICE BID					
SL. NO.	ITEM DESCRIPTION	UOM	QUANTITY	UNIT PRICE (Rs.)	TOTAL PRICE (Rs.)
A	B	C	D	E	F = (D X E)
	Basic Price				
a	Poly Electrolyte(100% soln)	MT	10		0
b	DWPE (100% soln)	MT	1.5		0
1	Total Basic Price (Amount) [Sum of Item a & b]				0
2a	Excise Duty (%) for Item Sl. No. a	%			0
2b	Excise Duty (%) for Item Sl. No. b	%			0
3a	Excise Duty (Amount) for Item Sl. No. a	MT	10		0
3b	Excise Duty (Amount) for Item Sl. No. b	MT	1.5		0
3	Total Excise Duty (Amount) [Sum of Item a & b]				0
4	VAT (%)	%			0
5	CST (C-form shall not given by BHEL) (%)	%			0
6	VAT / CST (C-form shall not given by BHEL) (Amount)				0
7	Packing & Forwarding Charges (Amount)				0
8	Transportation Charges (Amount)				0
9	Entry Tax/Octroi (if any) (Amount)			By BHEL	By BHEL
10	Transit Insurance (Amount)			By BHEL	By BHEL
11	Any other charges (Please Specify the name of charge in Right hand column)				
12	Any other charges as mentioned in sl. no. 11 (Amount)				0
13	All inclusive Total F.O.R site Price (Sum of Amount of sl. no. 1+3+6+7+8+12)				0
14	CENVATABLE ED (Amount)				0
15	NET OF CENVAT PRICE i. e (Total Cost as per sl. no. 13 – sl. no.14)				0
	Note:				
a	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.				
b	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. 06, SCC).				
c	Way bill/Road permit (if any required) shall be given by BHEL.				
d	Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 7. SCC).				
e	Bidder should mention Cenvatable ED amount as indicated above otherwise construed it will be NIL &/or CENVAT benefit cannot be passed to BHEL by bidder.				
f	Cenvatable ED shall be applicable if the same is falling under excise invoice chapter heading 82 or 84 or 85 or 90, else the same shall be considered as "NIL".				
g	Bidder must quote all 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.				

h	Bidder must quote all the items otherwise offer is liable for rejection. Net of CENVAT Price (Sl. No.15 above) in totality as above shall be taken into account for evaluation. No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
i	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to item-wise lowest rates (amongst participating bidders), before placement of order.
j	P.O. shall be issued on ' All inclusive Total F.O.R. Site Price for total quantity '. Original excise invoice shall be submitted by the bidder to claim CENVATABLE ED amount.
k	BIDDER'S QUOTED RATE / PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD.
l	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.
m	BIDDER TO MENTION "QUOTED" OR "NOT-QUOTED" IN THE PRICE / RATE COLUMN FROM THE DROP DOWN MENU.
n	BIDDER HAS TO MENTION THE PERCENTAGE (%) OF THE TAXES & DUTIES IN UNPRICED PRICE FORMAT.
o	IN CASE, BIDDER QUOTES EXCISE DUTY IN ABSOLUTE VALUE i.e. PER UNIT RATE, THE SAME SHALL REMAIN UNCHANGED IRRESPECTIVE OF CLOSING PRICE (C.P.) OF REVERSE AUCTION.
	<u>SIGNATURE OF THE BIDDER WITH SEAL AND DATE</u>
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.	

PART – F**General 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 Process Compliance form **(Annexure-III 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, **(as per Annexure-IV of Business Rule Document of Reverse Auction)** 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(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
16. ***In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with ‘Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012’.***

PART-G

FORMS AND PROCEDURES

ANNEXURE-I**FORMAT FOR SEEKING CLARIFICATION**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Sub: **Request for Clarification**

Ref: 1) NIT/Tender Specification No:
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

ANNEXURE-II

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	Suspension of business dealings with Suppliers/ Contractors could be in the form of following: -- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year. b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years. The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.
1.3	Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) 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 exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula). Note: – for (b), No specific period of hold shall be applicable. iv) Supplier works are under strike/ lockout for a period of more than three months.

1.3	Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) 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, at any stage. ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

Note: Above shall be applicable along with latest [Guidelines for “Suspension of Business dealings with Suppliers/ Contractors”](http://www.bhel.com) available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

ANNEXURE-III**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 Proprietor/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.

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 action against the Bidder/Contractor.

ANNEXURE-IV

(RTGS FORMAT – NEED TO BE SUBMITTED ALONG WITH OFFER . THE SAME IS REQUIRED FOR ANY PAYMENT BY BHEL INCLUDING REFUND OF EMD ETC.)

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

ANNEXURE-C**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.1722(E) dated October 5, 2006 :

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs

(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

FORM-04

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*