

**Project Engineering
Management**

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)



Enquiry no. : PE-LPE/255 Dt.22/02/2017

Due Date: 15/03/2017 by 02:00 PM

Open Tender Enquiry

Subject: Supply of Diesel for DG sets in BHEL, PS-PEM, Sector-16A Noida.

Dear Madam/ Sir,

Most competitive rates are invited from reputed agencies, for supply of diesel for office DG sets of BHEL PEM Sector 16A Noida for one year as and when required (Total quantity approx 22000 ltrs).in two parts in sealed cover with Enquiry no., Enquiry date, Quotation due date & Time, Name/ Address of the Organisation whom submitting the offer legibly super- scribed on it, for the above- mentioned item so as to reach the undersigned before 02:00 P.M. on or before the above mentioned due date.

Delivery: Supply of Diesel on intimation through Phone/SMA/mail etc.

Payment Terms: Payment terms: Best efforts shall be made to release the payment within 30 working days from the date of receipt of invoices. The remittance of payment shall be through NEFT. However, no interest shall be payable for delay in releasing the payments, if any.

Penalty Clause: In case of reporting of unsatisfactory services/ complaint of misbehaviour of your staff etc., BHEL reserves the right to impose a penalty of up to 0.1 % of the bill, which shall be deducted from the subsequent bill.

Bid Submission: Inviting offers in 2 parts (Part 1: unpriced offer along with commercial terms acceptance, Part 2: Price bid as per price format).

Pre-qualifying requirements (PQR): for the open tender enquiry is enclosed as Annexure-III.

Validity of Contract: The contract shall be valid for 1 years with a provision for further extension after review on mutual consent.

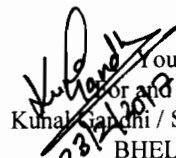
All other terms & conditions shall be as per attached Annexures – I to IX.

Remarks:

- 1) Evaluation Criteria: The evaluation of the bids shall be done on the basis of delivered cost(i.e. "total cost to BHEL). as given in price format (Annexure-II).
- 2) Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the **following address:**

Tender Room,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)
Mob. No.9650183377, Phone no. 0120-4368574

Thanking You,


Yours faithfully,
Kunal Gandhi / Sr. Engineer/ CMM
BHEL PEM, Noida

कुणाल गांधी
वे. प्रियंका (पी.पी.ई.)
वी. ई. एल. पी. ई. एल. एल.

Please reply to:
BHEL-PEM -Power Sector
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)

Phone: 0120-4368574
Fax : 0120-4329055

Regd. Office:

BHEL House,
Siri Fort,
New Delhi-110049



Bharat Heavy Electricals Limited

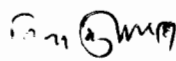
Power Sector – Project Engineering Management
PPEI Building, Sector - 16A, Noida

Annexure-I

Tender no.

General Terms & Conditions

1. The dealer must be located in Noida (U.P.) only.
2. The fuel station would supply approx. 22000 litres of diesel for the office diesel generators of BHEL PEM for 1 year as and when required. The diesel quantity may increase or decrease as per requirement. The successful bidder shall be required to maintain one separate account for BHEL-PEM to cater the above requirement. The contract may be further extended for one year if both the parties agrees for the same.
3. Any increase/ decrease in the prices of diesel notified by concerned Oil Company shall be admissible during the course of the contract based on documentary evidence for such an increase/ decrease.
4. The Petrol/Diesel Pump Station shall supply the diesel along with bill duly signed and stamped.
5. **Evaluation Criteria:**
The offer shall be evaluated based on Sl. no. "C" in the Price Schedule.
Further, in case of a tie amongst the bidders, snap price bids from such bidders shall be taken till clear L1 bidder is emerged.
6. Contract Period: The contract shall be awarded initially for a period of 1 year which may be extended further on the same terms and conditions with mutual consent in writing.
7. Payment terms: Best efforts shall be made to release the payment within 30 working days from the date of receipt of invoices. The remittance of payment shall be through NEFT. However, no interest shall be payable for delay in releasing the payments, if any.
8. BHEL reserves the right to increase/ decrease quantity of diesel during the period of the contract, including the extended period, if any.
9. In case of reporting of unsatisfactory services/ complaint of misbehaviour of your staff etc., BHEL reserves the right to impose a penalty of up to 0.1 % of the bill, which shall be deducted from the subsequent bill.
10. The contract can be terminated by giving minimum of 30 day notice from either side.
11. The Dealer has to extend all the benefits/rebates to BHEL, implemented by Govt. under various schemes from time to time over and above the discount offered on Sl. no. "B" in the Price Schedule, if any.
12. Delivery: Prompt supply on intimation by SMS/Mail/Phone is to be ensured.


(N N Shukla)
PE (HR- Admin)





Bharat Heavy Electricals Limited

Power Sector – Project Engineering Management
PPEI Building, Sector - 16A, Noida

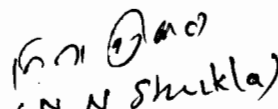
Annexure-II

Price Schedule

S. no.	Item	Quantity	Unit Price	Total Price Rs.
A.1	Presently annual consumption approx. 22000 litres (Bidders to indicate the Rate per litre as on due date of submission of offer. However, any increase/ decrease in the price of fuel shall be admissible during the contract).	22000 litre		
A.2	Cartage/delivery Charges for diesel supply including unloading into DG set tanks and Drums	15 trips		
A	Total (A.1+A.2)			
B	Discount	22000 litre		
C	Total (A-B)			

Note: 1. Evaluation will be based on sum total at S. no. C and the bidders shall be ranked accordingly. However, the ordering shall be on the rates quoted at "A".
2. Over & above the amount indicated at (A) above, Service Tax/ VAT/GST/Cess as applicable, shall also be payable at the existing rates. Any statutory variation in the rates of Service Tax/ VAT/GST/Cess during the entire period shall also be admissible.

Signature of the bidder with seal


(N N Shukla)
AE (HR-Admin)


(HITESH KUMAR)
Sr. Mgr (HR-admin)



Bharat Heavy Electricals Limited

Power Sector – Project Engineering Management
PPEI Building, Sector - 16A, Noida

Annexure-III

Pre-qualification Requirement (PQR)

Documents to be attached with the part-I Bid

1. A copy of dealership agreement with the oil company
2. Copy of service tax registration/VAT, as applicable.

Signature

(Name & address of bidder with official seal)

निमि शुक्ला
(NN Shukla)
AE (HR-Admin)

**Annexure –‘IV’****DETAILS OF BUSINESS**

The vendor shall furnish the following information along with Part-1 bid.

1.0	Name of the dealership		
2.0	Address for communication		
3.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax)		
4.0	Name of proprietor / partner		
5.0	Name of Bankers		
6.0	Enclose Experience Certificates for supply of diesel in past and should provide the name of PSU/Govt. Offices/Companies where such supply is executed with relevant work order /PO.		
7.0	Copy of PAN Card to be enclosed		
8.0	Any other information		



Annexure-‘V’

Acceptance Letter / No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

(Signature & seal of the contractor)



Annexure-‘VI’

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

(Signature & seal of the contractor) .



Annexure-VII

NEFT Application Form

Name of the Company:

Name of the Bank:

Address Of the Bank:

Company's A/c no:

Type of A/c:

IFSC CODE:

RTGS CODE:

Company's E-MAIL ADDRESS:

Company PAN No.:

Authorized Signature

Company Seal

THE ABOVE DETAILS ARE TO BE SUBMITTED EITHER ATTESTED BY YOUR BANKERS OR CHEQUE LEAF DULY CANCELLED WITH IFSC CODE & A/C NO.PRINTED ON IT MAY BE ENCLOSED.

Accompanying documents :

Cancelled cheque leaf for A/C no. & IFSC confirmation



Annexure-‘VIII’

CHECK-LIST (Part-I Bid)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes/ No / NA	Page No(s)
1	Details of experience certificates for supply of diesel.		
2	Copy of the PAN card.		
3	Copy of VAT/Sales tax registration/Service tax registration		
4	General Terms & Conditions (Annexure-“I”).		
5	Unquoted Price Bid Format (Annexure-“II”)		
6	Pre-Qualification Requirement (PQR) Annexure-‘III’		
7	Details of Business (Annexure-“IV”)		
8	Acceptance Letter / No Deviation Certificate (Annexure-“V”)		
9	Declaration (Annexure-“VI”)		
10	NEFT Format Duly Certified by Bank OR Cancelled Cheque with sign & seal of bidder (Annexure-“VII”)		
11	Check List (Annexure-“VIII”)		
12	Commercial Terms and Conditions (Annexure-“IX”).		



Ref: PE-LPE/255 Dt.22/02/2017 : Supply of Diesel for office DG sets in BHEL, PS-PEM, Sector-16A Noida

Annexure-IX

COMMERCIAL TERMS AND CONDITIONS

1. BID SUBMISSION

Bids shall be submitted latest by **02:00 P.M.** on or before the due date in two parts as follows:

PART-1: TECHNO-COMMERCIAL BID

This part shall contain the following:

- a) Complete tender including scope of requirement, Commercial terms & conditions and General terms & conditions in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b) **Unpriced copy** of the price bid with all amounts/figures/ wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- c) Supporting document/ information to be submitted against each point of 'PQR' and Documents to be enclosed with bid / Eligibility Criteria:
- d) Copy of PAN Card, VAT/Sales tax registration/Service tax registration duly signed and stamped by the bidder.

This part shall be submitted in duplicate in two separate Sealed Covers with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part-1 : techno-commercial bid**'.

PART -2: PRICE BID

This part shall contain Prices only and should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only as indicated above.

This part shall be submitted in a separate Sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part -2: price bid**'.

Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Kind Attn: Sh Kunal Gandhi / Sr. Engineer (CMM) & Sh I P Singh / Sr. Mgr. (CMM)

Tender Room,

M/s Bharat Heavy Electricals Ltd.,

Project Engineering Management,

Power Project Engineering Institute,

HRD & ESI Complex,

Plot No 25, Sector-16 A, Noida-201301 (U.P.)

Mob. No- 9650183377, Phone no. 0120--4368574

2. BID OPENING

PART- I (Techno-Commercial Bids) will be opened at 03:00 P.M. on the due date in the presence of bidders who may like to be present. Date and time of opening of Part - II (Price Bids) shall be communicated separately.



3. The bid shall remain valid for a period of 90 days from the date of opening of part-I offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
4. No revision of prices shall be entertained after bids have been opened.
5. Discount of prices offered by dealer shall remain firm. However, any increase/decrease in the price of fuel shall be admissible till completion of contract.
6. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever.
7. Late tenders will be rejected.
8. BHEL reserve the right to increase/ decrease the quantities of fuel.
9. **Delivery Period:** Prompt Supply of Diesel on intimation by BHEL-PEM/GAX.
10. **Payment Terms:** Best efforts shall be made to release the payment within 30 working days from the date of receipt of invoices. The remittance of payment shall be through NEFT. However, no interest shall be payable for delay in releasing the payments, if any.
11. **Penalty Clause:** In case of reporting of unsatisfactory services/ complaint of misbehaviour of your staff etc., BHEL reserves the right to impose a penalty of up to 0.1 % of the bill, which shall be deducted from the subsequent bill.
12. **Evaluation:** will be done on the basis of delivered cost(i.e. "total cost to BHEL) as given in price format at sl no.C (Annexure-II).
13. Based upon the present requirement, if required, BHEL shall furnish bank guarantee equivalent to the sum of one month's purchase of diesel. The amount of BG so furnished by BHEL at the time of award of contract shall remain firm during the validity of the contract.
14. **PRICE DISCREPENCY:**
 - a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price the quantity), the unit price shall prevail and the total price will be corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price., in which case the total price as quoted shall govern and the unit price will be corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in the words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
 - e) Taxes and duties if not specified clearly as extra shall be considered as include in the basis price and, therefore, shall not be reimbursed separately.



15. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.

16. TAX DEDUCTION AT SOURCE:

Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.

17. TERMINATION OF CONTRACT:

If at any time during the currency of contract, the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice (in writing) is given to him, BHEL may, without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract.

18. DEVIATION: The Contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. Deviation if any, should be given as per the format attached at Annexure-V by mentioning the related/affected clause number etc.

19. ARBITRATION

In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Noida.

20. LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract. Extant regulations of Govt. of India will be applicable. Law of land will supersede any condition given in tender enquiry, in case of any contradiction.

21. RESOLUTION OF DISPUTES

- The purchaser and the supplier shall make every effort to resolve any disagreement or dispute, arising between them under or in connection with the contract, amicably by direct negotiation.
- Dispute if any, arising out of or in respect of the contract(s) to which these conditions are applicable, is subject to the jurisdiction of the Delhi courts only.

22. STATUTORY VARIATION:

- i) If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the



correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.

ii) Statutory Variations in Service Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser.

iii) Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.

iv) Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

23. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site

<http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

NOTE: It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry, unless the deviations are specifically indicated in the bid on a separate sheet.

-----X-----