

BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (UA)
Fax: 0091 01334-226462, Phone: 0091 01334-284009
E-mail: pram@bhelhwr.co.in;

No. PPX-CN/OT/16-17

Date: 08.12.2016

Subject: Open tender as detailed below:
OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.
2. Last date for obtaining tender documents and opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. After down loading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must remit the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders only). **EMD in the form of Cheque / Bank Guarantee are not acceptable.**
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.

Sl. No.	Tender No.	Description of Equipment	Qty. (LT)	Last date to get from BHEL	Opening date
1.	651/C/6200/2016/4324C/1	WEXW00851264 PREMIUM QUALITY WATER BASED ACRYLIC SMOOTH EXTERIOR EMULSION WITH SILICONE ADDITIVES, CONFIRMING TO IS : 15489 OF LATEST REVISION GRADE: PREMIUM COLOUR: WHITE	5000	28.12.2016	29.12.2016
2.		WEXW00851272 WATER BASED CEMENT PRIMER TO BE APPLIED ON EXTERIOR PLASTERED SURFACE TO RECEIVE FINISHING COAT OF EXTERIOR ACRYLIC EMULSION, PACKED IN 20 LITER BUCKET. COLOUR: WHITE	2500	28.12.2016	29.12.2016

1. Test certificate required
2. Warrantee certificate required
3. MODVAT not applicable
4. Quantity variation up to +/-10% is acceptable.
5. Early delivery is acceptable.
6. Vendor must provide list of similar material of same manufacturer for Items and confirm only premium quality being offered against enquiry.
7. Vendor must submit Manufacture's recommendation as well as specification & methodology for use of material along with offer.
8. Vendor must confirm to submit the test certificate as per IS:15489 from NABL approved laboratory & provide the same along with supply of material.
9. Vendor must confirm that the warranties shelf life of material is 18 months from date of supply.
10. Material must be supplied in 20 lit properly sealed PVC containers.
11. All the items should be of same manufacture.

Parsan Ram
Sr. Manager (Central Purchase)



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 01334-284486, 281187

Enquiry No.: 651/C/6200/2016/4324C/1

Date of issue : 08.12.2016

Due Date : 29.12.2016

M/s......

Sub: Tender Enquiry No. 651/C/6200/2016/4324C/1

We are pleased to invite your offer in **TWO PARTS (PART-I & PART-II)** strictly as per enclosed terms and conditions and “Instruction to Bidders”, in sealed covers for the under mentioned equipment / systems.

Sl. No.	Description of Equipment	Qty. (Lt.)	Delivery Required
1.	WEXW00851264 PREMIUM QUALITY WATER BASED ACRYLIC SMOOTH EXTERIOR EMULSION WITH SILICONE ADDITIVES, CONFIRMING TO IS : 15489 OF LATEST REVISION GRADE: PREMIUM COLOUR: WHITE	5000	25.03.2017
2.	WEXW00851272 WATER BASED CEMENT PRIMER TO BE APPLIED ON EXTERIOR PLASTERED SURFACE TO RECEIVE FINISHING COAT OF EXTERIOR ACRYLIC EMULSION, PACKED IN 20 LITER BUCKET. COLOUR: WHITE	2500	25.03.2017

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendors should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

PLEASE SUBMIT DRAFT FOR EMD (drawn in favor of BHEL Hardwar) IN PART- I BID. This Part-I bid shall be opened by BHEL at 2 PM on the due date, in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

As per government guidelines, MSE vendors are exempted from submission of EMD. To claim exemption from EMD submission the MSE vendors must submit valid MSE certificate as mentioned in clause 1 (a) (1) in the “Instruction to Bidders”.

BHEL will forfeit the EMD 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 vendors shall be refunded after opening of price bid of successful vendors. The EMD of successful vendors who are not L1 shall be returned after award of PO/LOI on L1 vendor. The EMD of L1 vendor shall be returned after submission of order acceptance.

EMD shall not carry any interest.

KINDLY READ "INSTRUCTION TO BIDDERS" **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTION ARE LIABLE TO BE DISQUALIFIED AND IGNORED

For & ON BEHALF OF BHEL, HARDWAR

Sr. Manager (Central Purchase)

Instruction to Bidders

Clause 1.0 – Tender submission

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening:

a) Part-I (Envelope I) : 1. EMD

or

Valid certificate towards exemption of EMD, applicable for Micro and small Enterprises, as mentioned below.

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 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 is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

2. Pre-Qualifying Requirement (PQR)

3. Techno-Commercial Bid.

Note: In case techno-commercial accepted vendors include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 vendor, then BHEL can offer 20% of quantity of respective item (rounded off to nearest number) to MSE vendors at L-1 price and in case, more than one MSE vendor is in 15 % band and the same is accepted by more than one MSE vendors then 20% quantities of respective items will be considered for ordering on proportionate basis amongst MSE vendors.

While distributing the 20% quantity amongst MSE vendors the decimal points in quantity shall be ignored for all the vendors except the L-1 amongst MSE vendors. Balance quantity after allocating the quantity to other MSE vendors ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) vendor. However if there are more than one MSE vendor at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the vendor offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the vendor having high SPR rating.

In case there are more than one MSE vendors (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE vendor with lowest landed cost.

In case there are more than one MSE vendors (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the vendor with high SPR rating shall be given preference.

If L1 vendor is MSE vendor, entire quantity will be given to such MSE vendor only.

b) Part-II (Envelope II) : Price Bid.

Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All

individuals / companies - representing / Advisor /retainership basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

Agents shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both, the manufacturer / supplier and the agent, bid received from the agent shall be ignored.

The bidders (original manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by FAX / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in the tender. However, in case of e-tender ink signed offer is not required. **Unsigned bids shall be ignored.**

The suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

Clause 1.1

The Techno-commercial offer and PQR in envelope - I (Part-I) shall comprise of following:

- i) Point wise reply to all the points mentioned in Pre- Qualifying Requirement specified in the tender.
- ii) Relevant documents as requested in Pre-Qualifying Requirement must be attached.
- iii) Complete Technical offer.
- iv) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- v) Acceptance of commercial terms by vendor as per **Annexure I**.
- vi) Deviation with reference to specification to be laid down on separate sheet.
Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation,
- vii) Copy of price Bid (without prices).
- viii) Any additional documents (please specify).

While submitting the offer, following points are to be taken care of by the vendor:

- **Documents submitted with the offer/bid by the bidder (Original Registered Supplier) shall be ink signed and stamped in each page by authorized representative of the bidder.**
- **In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of ink signed and stamped (in each page) original bid to BHEL.**
- **If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents.**
- **Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.**

Clause 1.2

The Price Bid in envelope - II (Part-II) shall comprise of following:

- i) The price Bid (with price) for the complete scope strictly as specified in the price Format attached as Annexure-II.

If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.

Note :

If in a price bid, non-conformities /errors /discrepancies are observed between the quoted prices in figures and that in words the following guidelines will be followed:-

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 by the quantity), the unit price shall prevail and the total price 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 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 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 is to be accepted by the bidder by a target date and in case the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

e) The evaluation of tender shall be on the basis of “Total Landed cost at Destination” including Supply. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.

f) Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.

g) Foreign Suppliers:

(A) SEA CONSIGNMENTS:

Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port.

(B) AIR CONSIGNMENTS:

Please quote your rates with both the options: (a) FCA dispatching Airport & (b) CPT Landing Airport.

Further non-availability of ship / flight will not be accepted for rescheduling the delivery or waiver of penalties on account of delayed delivery.

h) Insurance during transportation shall be taken care of by BHEL.

i) Applicable sales Tax, Excise duty, service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation.

j) The comparison between foreign and indigenous bids shall be done based on the **Total Landed cost at Destination** basis.

Clause 2.0 – Tender Opening:

a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below:

Part I : Part I bid (Envelope-I) comprising Pre- Qualifying Requirement (PQR) and Techno-commercial bid as mentioned above.

Part II : Part II bid (Envelop-II) comprising Price Bid.

- b) The tenders shall be opened in **TWO PARTS (Part-I & Part-II)** as described below:
- Part-I containing Pre- Qualifying Requirement (PQR) and Techno-commercial bid will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.
 - Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in part-I.
 - In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in part-I.
- BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required)**

Note :

After tender opening (Part-I), if it is found that :

- The bidder has not submitted the requisite EMD (If applicable)
- The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.

In both the above cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

However, offer of the bidder shall be treated as per the guideline mentioned in the Clause No. 1. (a) 1 above in case the bidder has claimed to be an MSE vendor and submitted requisite MSE documents.

Clause 2.1 :

BHEL RESERVES THE RIGHT TO SPLIT ORDER ON MORE THAN ONE SOURCE AND / OR ENTER INTO PARALLEL CONTRACTS

Clause 3.0 – Superscription on envelopes:

The following shall be super scribed on the envelopes:

PART-I

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING.
3. EMD (IF APPLICABLE) OR MSE CERTIFICATE TOWARDS EXEMPTION OF EMD
4. PRE- QUALIFYING REQUIREMENT (PQR)
5. TECHNO-COMMERCIAL BID

PART-II

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING OF PART-I
3. PRICE BID

Clause 3.1 :

Bid/Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box: addressed as follows:-

Quotation Against Enquiry No. _____

Dated: _____

Due on: _____

To,
THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.

Clause 3.2 :

Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 4:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Clause No. 5:

The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

NOTE: PLEASE VISIT OUR SITE WWW.BHELHWR.CO.IN FOR GENERAL INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS (GISTC) FOR TENDER ENQUIRIES. ALL THE BIDDERS/VENDORS MUST ENSURE COMPLIANCE OF THESE GISTC. GISTC CAN ALSO BE REFERRED BY LOGIN TO B2B PORTAL FOR VENDORS.

For & on behalf of BHEL, Hardwar.

**Parsan Ram
Sr. Mgr. (Central Purchase)**

ANNEXURE – I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

BHEL Standard Terms	Vendor's Acceptance
1. Payment terms: A) <u>For indigenous supply :</u> 100% payment after receipt and acceptance of material. B) <u>For import supply :</u> Payment Through Letter of Credit: 100% payment through Irrevocable and unconfirmed Letter of Credit. The L/C shall be opened by BHEL as per following: • LC will be opened one month prior to the dispatch. • The LC will be opened for a period of 3 months. The above L/C can be negotiated after the Shipment against submission of B/L or AWB and other documents as mentioned in the PO.	
2. CURRENCY OF PAYMENT: Freely tradable currency like Euro/USD/CHF/GBP/YEN/Rupees etc. For indigenous supply the currency shall be Indian Rupees.	
3. TAXES : All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required. Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.	
4. Late delivery penalty Clause: Late delivery penalty will be applicable on delayed delivery @ 0.5% per week or part there of subject to a maximum of 10% of the value of unexecuted portion of the order. For calculating Late Delivery penalty delivery date shall be considered as per following : 1. <u>Indigenous Suppliers:</u> a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR Transporter Godown:- Date of GR/LR c. Delivery FOR Destination:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank) 2. <u>Import Supply:</u> a. Delivery FOB / FCA port of discharge:- Date of BL/AWB b. Delivery CPT port of destination:- Date of AWB	
5. Delivery Period: Please mention the delivery period from the date of placement of purchase order. Note : Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of the vendor.	

BHEL Standard Terms	Vendor's Acceptance
6. Delivery basis : - For Indigenous : Delivery must essentially be FOR BHEL Haridwar basis. (Freight charges for indigenous items must essentially be quoted and indicated separately in price bid.) - For Import : (A) SEA CONSIGNMENTS: Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port. (B) AIR CONSIGNMENTS: Please quote your rates with both the options: (a) FCA dispatching Airport & (b) CPT Landing Airport. (Sea / Air Freight charges for import items must essentially be quoted and indicated separately in price bid.)	
7. Settlement of Disputes: - If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided. All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator. The place of arbitration shall be New Delhi. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. - For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.	
8. Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
9. Import Supply: a. Phyto-sanitary Certificate essential for packages (Wooden) b. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.	
10. Validity: Validity of the offer should be 120 days from tender opening date.	
11. Bank Charges: Bank Charges on either side. Or your prices will be loaded suitably	
12 Micro & Small Enterprises: Is your firm falls under Micro / Small Enterprises? If yes then please provide original hard copy of notarized or attested by a Gazette officer 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 valid Udhdyog Aadhar Memorandum or EM II certificate along with attested copy of CA certificate applicable for the relevant financial year (latest audited) where deemed validity of EM II certificate of five years has expired, against this tender.	
13. Foreign Suppliers: Dispatching port & Country to be mentioned essentially	
14. Warrantee certificate required. Vendor must confirm that the warranties shelf life of material is 18 months from date of supply.	
15. Test certificate required. Vendor must confirm to submit the test certificate as per IS:15489 from NABL approved laboratory & provide the same along with supply of material.	
16. Material must be supplied in 20 lit properly sealed PVC containers.	

BHEL Standard Terms	Vendor's Acceptance
17. All the items should be of same manufacture.	
16. ORDER ACCEPTANCE: Order acceptance (ink-signed) must be submitted within 30 days from the date of PO.	
17. Attending to any complaint during warranty period : Vendor will have to ensure deputation of their people for commissioning or for attending to any complaint during warranty period within 7 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.	
18. Participation in Reverse Auction: BHEL may decide to process the case through RA (As per Annexure-IV attached). Vendors to give their confirmation for participation in Reverse Auction process.	
19. Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address	
20. Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.	
21. Force Majeure Clause: a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc. (b) The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses. (c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months. d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.	
22. War Like Situation: If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.	
Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry	

PRICE SCHEDULE**ANNEXURE-II****For import supply (Please attach un-priced copy of this price schedule in techno-commercial bid)**

Description	Unit Price (in foreign currency)	Total Qty (Ltrs.)	Total Price (in foreign currency)
WEXW00851264 PREMIUM QUALITY WATER BASED ACRYLIC SMOOTH EXTERIOR EMULSION WITH SILICONE ADDITIVES, CONFIRMING TO IS : 15489 OF LATEST REVISION GRADE: PREMIUM COLOUR: WHITE		5000	
WEXW00851272 WATER BASED CEMENT PRIMER TO BE APPLIED ON EXTERIOR PLASTERED SURFACE TO RECEIVE FINISHING COAT OF EXTERIOR ACRYLIC EMULSION, PACKED IN 20 LITER BUCKET. COLOUR: WHITE		2500	
Packing & Forwarding charges (FOB / FCA Charges)			
Total FOB (For sea) / FCA (For Air) cost =			
Freight Charges (Sea / Air freight charges essentially to be quoted)			
Total C&F / CPT cost =			

For indigenous supply (Please attach un-priced copy of this price schedule in techno-commercial bid)

Description	Unit Price (in Indian rupees)	Total Qty (Ltrs.)	Total Price (in Indian rupees)
WEXW00851264 PREMIUM QUALITY WATER BASED ACRYLIC SMOOTH EXTERIOR EMULSION WITH SILICONE ADDITIVES, CONFIRMING TO IS : 15489 OF LATEST REVISION GRADE: PREMIUM COLOUR: WHITE		5000	
WEXW00851272 WATER BASED CEMENT PRIMER TO BE APPLIED ON EXTERIOR PLASTERED SURFACE TO RECEIVE FINISHING COAT OF EXTERIOR ACRYLIC EMULSION, PACKED IN 20 LITER BUCKET. COLOUR: WHITE		2500	
Packing charges			
Applicable Excise duty : @			
Applicable CST/ VAT @			
Forwarding charges			
Freight up to BHEL Haridwar stores			
Total supply cost at BHEL Haridwar =			

NOTE :

- Un-priced copy of the above price schedule must be submitted along with Techno-Commercial bid.
- Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects.
- Prices quoted in this calculation sheet shall be covering the total scope of supply as per and no change in price after submission of tender shall be allowed unless there is change in specification or terms and conditions or specifically asked by BHEL
- Total weight - Gross / Net in Kg.

Also package size essentially should be indicated (if not exact then approximate).

- e) **Excise duty:** Concession forms requirements etc. to be stated wherever applicable.
- f) Transit insurance shall be arranged by BHEL

NOTE:

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they can be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

2. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :

Signature :

Name :

Designation :

Department :

M/s

Certificate by Chartered Accountant on letter head

This is to Certify that M/s
 (hereinafter referred to as 'company') having its registered office atis
 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
 on dateas 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 RsLacs 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 whichever is not applicable)** and the date of graduation of such enterprises from its original category is
 (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-
 Membership Number-
 Seal of Chartered Accountant

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING

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) 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 noncompliance 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.
16. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, 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 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.