

ANNEXURE-II SPECIAL TERMS AND CONDITIONS

1. The offer has to be submitted in TWO PART BID on or before due date. In case the due date will be a closed holiday then the tender will be opened on next working day.
Part-I Technical and Commercial (Un priced Bid) along with copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (Un priced Bid) in a sealed cover.
Part-II Price Bid in a separate sealed cover.
Both the above sealed covers should be put in a separate sealed cover. All the covers should be super scribed with Tender no, Due date & Description of item.
2. Please quote the price on FOR destination – Door Delivery to BHEL YERMARUS TPS (RPCL), KARNATAKA site basis inclusive of packing & Forwarding, Freight and insurance.
3. Rates quoted shall be inclusive of all taxes, duties, including octroi and entry tax etc., on FOR Destination basis. Supplier should furnish ED details separately in their offer / invoice, for BHEL to avail CENVAT benefits. The ED value will be deducted while comparing your offer to arrive L1 status. We will not furnish any 'C' Form.
4. 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 RA only those bidders who have given their acceptance to participate in RA will be allowed to participate in RA. Those bidders who have given their acceptance to participate in RA will have to necessarily submit "on line sealed bid" in the RA. Non submission of "on line sealed bid" by the bidder will be consider as tampering of the tender process and will invite action by BHEL as per extent guide lines in vogue". Bidders are also required to furnish following details in their techno commercial bid, for this purpose (RA).
5. Authorization of representative who will participate in the on line reverse auction process;
 - i. Name and designation of official.
 - ii. Postal Address (Complete).
 - iii. Telephone Nos. (Both Land line & Mobile).
 - iv. FAX No E-mail address.
 - v. Name and Place /State/Country, where from he will participate in the reverse auction.
6. 100% payment will be released within 30 days against Supply and on acknowledged receipt of materials and SRV issued by the consignee.
7. TESTING / INSPECTION / DELIVERY PERIOD: Inspection will be carried out by BHEL or BHEL Approved Agency (TPIA). Vendor is requested to furnish the Detailed Specification of the product, Manufacturers Test Certificates and QAP along with the Offer for BHEL Evaluation. Vendor is also requested to ensure the testing facilities are made available and the material supply should confirm to the specification as per tender enquiry. Material should be offered for inspection well in advance and dispatched the material to site after the inspection and dispatch clearance from BHEL. However the site may be contacted for their exact requirement and dispatch shall be effected accordingly.

8. Inspection Report and Guarantee/Warranty Certificate to be furnished along with supply.
9. Please seek all the clarifications if any, before quoting and submit a " NO DEVIATION CERTIFICATE" agreeing to all our terms and conditions.
10. Vendor has to submit THE MATERIAL SAFETY DATA SHEET for transportation & handling of offered chemicals along with offer.
11. Vendor should transport the chemicals through reliable transporters who have ensured to drive the vehicle with non drinker drivers and proven facilities for safe transportation of chemicals. (Emergency Management Card should accompany during supplies).
12. Legal compliances such as factories licenses, consents to operate from state control boards (SPCBs) & Hazardous waste authorization from SDPCBs (If applicable and relevant) shall be furnished.
13. If the chemical is transported through tanker and unloading at destination is delayed beyond two days a sum of Rs 1200/- per day for supplies up to 10 MTon tankers. Rs 1500/- per day for supplies up to 15 MTons and Rs 2000/- per day for more than 15 MTons will be paid as tanker detention charges up to the date of tanker release beyond two days (This is an unaltered mandatory clause of PO).
14. Tender Conditions for MSE supplier: MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM /I certificate along with CA certificate as per Annexure - I applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".
15. Tender Conditions for MSE supplier: MSE suppliers can avail the intended benefits only if they submit the following documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:
(a).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		

- b). Valid NISC certificate
- c). Entrepreneurs memorandum Part II (EM II) valid based on deemed validity of 5 years)
- d). Valid EM II certificate along with attested copy of CA certificate as per prescribed format

Annexure -1 applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over. However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006)at time of tender valuation

MSEs are exempted from payment of earnest money (EMD) in addition to free issuance of Tender Documents

16. LIQUIDATED DAMAGES & RISK PURCHASE: Seller is to understand that "Time is the essence of the contract". Hence the delivery of the goods mutually agreed, specified in the purchase order should be adhered to within the time mentioned. Where the seller supplies/dispatches the materials beyond the delivery date, as specified in the order, the Purchaser will have no obligations to accept the goods.

The Purchaser reserves the right to levy liquidated damages @1/2 percent of the value of the goods delayed beyond the due date, for each week of delay or part thereof without prejudice to any other relief or compensation due to Purchaser under any other conditions of the order subject to a limit of 10%, unless the delivery extension is given. In case of delay in receipt of materials at the delivery point, for reasons not attributable to BHEL, the Purchaser will levy LD, if time extension and PO amendment is not issued. The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice.

17. Please refer to the instructions to Tenders regarding Terms & Conditions as applicable to this Enquiry, which is enclosed.

18. CONSIGNEE ADDRESS:

CONSTRUCTION MANAGER, BHEL YERMARAS THERMAL POWER STATION
(RPCL) RAICHUR THERMAL INDUSTRIAL GROWTH CENTRE, RAICHUR DISTRICT, KARNATAKA-584 134

19. The offer validity should be 90 days from the date of opening of Tender. Offer shall be addressed to
MANAGER / P& S, BHEL PSSR, 690, Anna Salai, Nandanam, Chennai -600035.

Vendor Sign and Office seal

ANNEXURE-I

Certificate By Chartered Accountant On Letter Head Of The C.A. FIRM

TO WHOM SO EVER IT MAY CONCERN

This is to Certify that M/s,

(hereinafter referred to as 'company') having its registered office at is
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)
..... dtd:..... ,

Category: (Micro /Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited
financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and
building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(E)
dated October 5, 2006 :

Rs..... Lacs

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

Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... Lacs for.....
Micro I 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
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

Vendor Sign and Office seal

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

Against this enquiry for the subject work, tender may be processed through Reverse Auction mode i.e., ON LINE BIDDING ON INTERNET. The General Terms and conditions of the RA shall be as follows:

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 RA (quoted against this tender enquiry) will have to necessarily submit "on line sealed bid" in the RA. Non submission of "on line sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guide lines 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 extensions 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 shall not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (eg., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like packing & forwarding charges, Taxes and duties, Freight charges, Insurances, Service Tax for services and loading factors (for non compliance to BHEL standard commercial terms and 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 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 will shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auction site of service provider, using the Login IDs 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 representative 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 procedure the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Vendor Sign and Office seal

**PINK COLOURED CELLS HAVE TO BE FILLED & COMPLY TO ALL / APPLICABLE POINTS WITH
SUITABLE SUPPORTING DOCUMENTS BY THE BIDDER**

M/s.		
sl.no	Project / Site	2 x 800 MW RPCL, YERMARUS
1	Item Description: SULPHURIC ACID (98%) - as per the tender	275 MT
2	List of Documents in LETTER HEAD	
3	Scanned copy of Entire Tender documents signed & stamped in each page by authorized representative	
4	NO DEVIATION CERTIFICATE in LETTER HEAD	
5	Comply to PAYMENT TERMS as in TENDER	
6	Document Proof for MSME & SC/ST Owned.	
7	PO Copies issued by the Previous Customers	
8	Qty in MT	
9	P & F Charges in %	
10	ED in%	
11	CESS on ED in%	
12	CST / VAT without C Form in%	
13	FRIGHT CHARGES in %	
14	TRANSIT INSURANCE in %	
15	OTHER CHARGES IF any ie ENTRY TAX, OCTROI etc if any in %	
16	MODVAT BENEFIT pass on to BHEL	
17	DELIVERY PERIOD	
18	VALIDITY	
19	Comply to LD Clause of the Tender	
20	Comply to Participate in RA if BHEL Desired	

Vendor Sign and Office seal

NO DEVIATION CERTIFICATE

I -----OF

M/s. ----- HERE BY CERTIFY

THAT THERE IS NO DEVIATION FROM THE TENDER CONDITIONS EITHER TECHNICAL or COMMERCIAL

AND I AM AGREEING TO ALL THE TERMS AND CONDITIONS MENTIONED IN THE TENDER SPECIFICATION.

SIGNATURE OF THE TENDERER

OFFICE SEAL

BHEL : PSSR : CHENNAI

DETAILS OF CONTRACTOR/SUPPLIER FOR E REMITTANCE OF PAYMENTS BY BHEL PSSR/CHENNAI

1 NAME & ADDRESS OF THE CONTRACTOR/SUPPLIER

2 BANK A/C NO

3 TYPE OF A/C (CC / CURRENT)

4 NAME OF THE BANK

5 NAME OF THE BRANCH

6 BRANCH CODE

7 BANKER'S ADDRESS

8 MICR NO

9 IFSC CODE

THE CONTRACTOR / SUPPLIER ,DULY ATTESTED BY THEIR BANKERS