

	Bharat Heavy Electricals Limited (A Govt. Of India Undertaking) POWER SECTOR, EASTERN REGION BHEL BHAWAN, PLOT NO.- DJ-9/1 , SECTOR II, SALT LAKE CITY, KOLKATA ,WEST BENGAL, INDIA Phone : 033-23216130-31,033-23216130 FAX : 033-23211960
---	--

NOTICE INVITING TENDER (NIT)

NOTE: TENDER DOCUMENT IS AVAILABLE ON WEBSITE AS DETAILED BELOW. BIDDERS CAN DOWNLOAD FROM WEBSITE AND SUBMIT THEIR OFFER. BIDDERS INTENDING TO PARTICIPATE MAY DOWNLOAD FROM WEBSITE.

Sealed offers are invited from **reputed and experienced MSE (Micro and Small Enterprises) bidders only** (meeting PRE-QUALIFYING CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document detailed below. Following points relevant to the tender may please be noted and complied with.

SALIENT FEATURES OF NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	PSER:PUR:HR:123(XIV):019:(ENQ:18:PP:0015:PUR:24) dtd 20/06/2018	
ii	Broad Scope of job	RATE CONTRACT FOR PROCUREMENT OF VARIOUS ENVELOPES FROM MSE SUPPLIERS FOR ONE (01) YEAR AT BHEL-PSER'S, KOLKATA OFFICE.	
iii	DETAILS OF TENDER DOCUMENT		
a	PART - B:	GENERAL CONDITIONS OF CONTRACT (GCC)	<i>Applicable.</i>
b	Volume-IB	General Conditions of Contract (Services)	<i>Not Applicable.</i>
c	PART-C	TECHNICAL SPECIFICATION AND SPECIAL CONDITION OF CONTRACT (SCC)	<i>Applicable.</i>
d	PART- H	Forms and Procedures etc.	<i>Applicable.</i>
e	Volume-IF	Technical Conditions of Contract (TCC)	<i>Not Applicable.</i>
f	Volume-II	Technical Specification:	<i>Not Applicable.</i>
g	PART-E	Price Schedule (Absolute value)	<i>Applicable.</i>
iv	ISSUE OF TENDER DOCUMENTS	Start date 20/06/2018 From BHEL website (www.bhel.com & www.jantermanter.com) Tender documents can be downloaded from website till due date of submission.	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 12/07/2018 Time: 15-00 Hrs. Place : BHEL - Kolkata	<i>Applicable</i>
vi	OPENING OF TENDER	Date: 12/07/2018 Time: 16-00 Hrs (Techno-commercial offer opening). Bidder may depute representative to witness the opening of tender.	<i>Applicable</i>
vii	EMD AMOUNT	NIL	<i>Not Applicable</i>
viii	COST OF TENDER	NIL	<i>Not Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 29/06/2018 Along with soft version also, addressing to undersigned (in email) as per contact address given below	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	Not Applicable (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN).	<i>Not Applicable</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	<i>Not Applicable</i>
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendums & www.jantermanter.com/ CPP_portal →Tender Notice and not in the newspapers. Bidders to keep themselves updated with all such information.	<i>Shall be intimated to bidder</i>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220

1. The offers shall be sent in sealed envelopes in the manner prescribed below :

Complete set of offer shall be sent to BHEL, PSER, Kolkata as per address given below as per following details. In case of voluminous document the tender may be submitted in properly bounded form.

Sl no	Description	No of copy
I. COVER-I (TECHNO-COMMERCIAL BID) – in sealed envelope		
I.a	Offer forwarding/covering letter.	Original & 1 copy
I.b	Duly filled-in 'No deviation certificate' as per prescribed format to be placed after document under sl no I.a above. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no I.a above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.	Original & 1 copy
I.c	Techno-commercial offer enclosing supporting documents meeting Pre Qualifying Criteria/ annexure/ schedules/ drawing/ BOM etc. as required in line with prescribed format. It shall be specifically noted that all documents as per above shall be indexed properly.	Original & 1 copy
I.d	All volumes of tender document pertinent for the subject job including NIT together with subsequent changes in the tender in the form of TCN, correspondences etc., signed on all pages.	1 copy
I.e	PART- E (Price Schedule)– un-priced but mentioning only 'quoted/unquoted' against each item of schedule.	1 copy.
I.f	Any other details preferred by bidder with proper indexing.	Original & 1 copy
II. COVER-II (PRICE BID/ABSOLUTE VALUE)		
II.a	Copy of offer forwarding/ covering letter (as referred in I.a).	1 copy
II.b	Duly filled-in PART- E (A) (Price Schedule) together with signed preamble in separate sealed envelope.	Original
III. COVER-III (EMD) - NOT APPLICABLE		
Demand Draft etc. towards EMD as per instruction.		
IV. COVER-IV.		
All four aforesaid covers in sealed condition shall be enclosed in this cover. This cover shall be super-scribed with (i) Cover no; (ii) Details of enclosed covers and (ii) Name of the job, tender document no. & due date of submission. ALONG WITH NAME & COMPLETE ADDRESS (FAX NO., CONTACT NOS) OF BIDDER.		

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.*
- 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 the job.
 - You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
 - For any clarification on the tender document, you may seek the same in writing from the office of the undersigned. Such letters should reach the office of the under signed before stipulated date as per tender.
 - BHEL may decide holding pre-bid conference (PBC) with any/ all the 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.
 - 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, the same to be brought to the knowledge of BHEL by you in writing for such clarifications before you submit your bid; otherwise, more stringent requirements as may be interpreted by BHEL shall prevail and shall be binding on you.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220

8. Price bids of those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids / pre-qualifying criteria and as considered suitable by BHEL.
9. While BHEL reserves the right to open the price bid of the offers in camera. The date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
10. Taxes and duties shall be as per details given in PART-C.
11. 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.
12. Bidders are required to submit best price bid in a separate sealed cover (COVER-II) along with techno-commercial bid (COVER-I) as indicated above.
13. "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.
14. 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).
15. 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.
16. In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.
17. 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).
18. 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 SR. ENGINEER /PURCHASE, BHEL, KOLKATA.
19. 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.
20. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
21. "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com".
22. 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.
23. The bidder shall submit documents in support of possession of "Pre-Qualifying Requirements" duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
24. The bidder may have to produce original document for verification if so decided by BHEL.
25. Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in **Annexure-V**.
26. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
27. Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide Order no. P-45021/2/2017-B.E.-II dated 15th June-2017 & all subsequent clarifications can avail the

intended benefits, as per provisions of the order subject to minimum local content shall be 50%, margin of Purchase preference shall be 20% & modality of preference to "Make in India" shall be as per aforesaid order.

Any Indian Bidder intending to avail the benefits as shall submit the requisite documents as per the aforesaid order.

28. "MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) 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-VI 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.

29. 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)
- 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- H

for BHARAT HEAVY ELECTRICALS LTD

Sr. Engineer/ (Purchase)

Agency	Contact details
BHEL, PSER, Kolkata	Address DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no 033-23398222, 23398220 FAX no 033-23211960
	E-mail abhijitd@bhel.in , sukhen@bhel.in

Enclosure

- Annexure-I: Pre qualifying Criteria.
- Annexure- II : No Deviation Certificate
- Annexure-III: Format for seeking clarification
- Annexure-IV: General Terms & conditions for Reverse Auction
- Annexure-V: Suspension of business dealing with Suppliers
- Annexure-VI: Certificate by Chartered Accountant
- Declaration for Relation in BHEL.
- Tender documents as per this NIT.

PRE-QUALIFICATION CRITERIA

JOB	RATE CONTRACT FOR PROCUREMENT OF VARIOUS ENVELOPES FROM MSE SUPPLIERS FOR ONE (01) YEAR AT BHEL-PSER'S, KOLKATA OFFICE.
TENDER NO	PSER:PUR:HR:123(XIV):019:(ENQ:18:PP:0015:PUR:24) dtd 20/06/2018

1. BIDDER SHOULD HAVE EXPERIENCE OF SUPPLYING OF SIMILAR ITEMS FOR PSUs/STATE GOVERNMENTS/ CENTRAL GOVERNMENTS/REPUTED COMPANIES DURING LAST 03 (THREE) YEARS ENDING ON LATEST DUE DATE OF TENDER SUBMISSION AND BIDDER SHALL HAVE TO SUBMIT PURCHASE ORDER/JOB COMPLETION CERTIFICATE IN SUPPORT OF THE ABOVE REQUIREMENT.
2. BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM Rs. 24780.00 (RUPEES TWENTY FOUR THOUSAND SEVEN HUNDRED EIGHTY ONLY) IN LAST THREE (03) YEARS ENDING ON 31/03/2017.

AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED TO BE SUBMITTED FOR LAST THREE (03) FINANCIAL YEARS ENDING ON 31-03-2017 IN SUPPORT OF THIS REQUIREMENT. IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED AGAINST ABOVE THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS.

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

3. BIDDER SHOULD SUBMIT VALID PAN (PERMANENT ACCOUNT NO.) AND SHOULD SUBMIT GSTIN REGISTRATION CERTIFICATE.

NOTE:-

THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIA CAN ONLY PARTICIPATE IN THE SUBJECT TENDER.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220

NO DEVIATION CERTIFICATE
(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)

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

Sub	No Deviation Certificate.	
Job	RATE CONTRACT FOR PROCUREMENT OF VARIOUS ENVELOPES FROM MSE SUPPLIERS FOR ONE (01) YEAR AT BHEL- PSER'S, KOLKATA OFFICE.	
Ref	1.0	PSER:PUR:HR:123(XIV):019:(ENQ:18:PP:0015:PUR:24) dtd 20/06/2018
	2.0	Other references (if any).

Dear Sir/Madam,

With reference to above, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and conditions) and we offer our unqualified acceptance of the same. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such 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. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

It is also confirmed that the price has been quoted in the format received with the enquiry.

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.

(Signature of bidder with date and seal)

FORMAT FOR SEEKING CLARIFICATION

JOB	RATE CONTRACT FOR PROCUREMENT OF VARIOUS ENVELOPES FROM MSE SUPPLIERS FOR ONE (01) YEAR AT BHEL- PSER'S, KOLKATA OFFICE.
TENDER NO	PSER:PUR:HR:123(XIV):019:(ENQ:18:PP:0015:PUR:24) dtd 20/06/2018

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

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, GST 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 (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. In case of tie for H1 bid (identical online sealed bids), 15 minutes' additional time shall be provided and all the participating bidders shall be informed by mail/message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
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'.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220

Suspension of business dealings with Suppliers/ Contractors

1.0	Suspension of Business dealings with Suppliers/ Contractors
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. 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 **Guidelines for “Suspension of Business dealings with Suppliers/ Contractors”** available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

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

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

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

Tick (√) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

PART – B : GENERAL CONDITIONS OF CONTRACT (GCC)

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
01	<p>Our requirement is for use at BHEL PSER, KOLKATA OFFICE. Offers are invited to submit in three-parts.</p> <p>Part-I : TECHNICAL-CUM-COMMERCIAL AND UN PRICED BID : Consisting of complete technical details, catalogues, drawings and all commercial terms. (Money values shall not be indicated i.e. un price bid). Following formats are to be filled and submitted in a single cover super scribing as Technical - cum - Commercial and Un Priced Bid, Tender Enquiry No. and Due Date. :-</p> <p>(i) EMD, if any, as per tender. Please arrange to submit EMD in a separate sealed envelop inside the envelope containing techno-commercial bid i.e PART-I of tender.</p> <p>(ii) Technical Specification details confirming to technical specification (PART C OF TENDER) & Catalogues to be enclosed (if any)</p> <p>(iii) BHEL Standard Terms & Conditions.</p> <p>(iv) Un Price Bid</p> <p>(v) Confirmation of pre-qualification criteria</p> <p>All documents to be downloaded from BHEL Web Site i.e. www.bhel.com or www.jantermanter.com).</p> <p>PART- II : PRE-Q : All PRE-Q documents to be submitted.</p> <p>Part-III : PRICE BID Price to be quoted in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected). Techno-commercial & Pre- Q bids shall be opened first & afterwards price bid shall be opened for qualified bidder, who have qualified in Techno-commercial & pre-q bid. <u>If the vendor submits offer i.e. Technical & Price bid together, the offer shall be liable for rejection.</u></p> <p><u>"Note : In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender</u></p>		
02	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Other wise the offer will be treated as Unsolicited Offer and same will not be opened".		
03	BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.		
04	The equipment offered shall be strictly conforming to the specification and for complete unit.		
05	No offer for individual accessories or part machinery will be accepted.		
06	<p>Terms of payment :</p> <p>a) AS PER PART-C of the tender</p> <p>b) No advance shall be paid.</p> <p>c) Paying Authority: HEAD/FINANCE, BHEL-PSER, KOLKATA. Payment shall be made through e-payment mode. Successful bidder shall have to submit the requisite details in RTGS format</p>		
07	<u>GUARANTEE/WARRANTY: AS PER PART-C</u>		
08	<p><u>Delivery: As per PART-C</u> of the tender. <u>Offer with delivery period beyond as mentioned in Part-C shall be liable for rejection.</u></p> <p>However, in case due to any reasons if the same is accepted by BHEL, the same shall be loaded for the delayed delivery period (in this case as per Part-C) & percentage of loading shall be as per clause no.12 of Part-B, GCC (LD clause).</p>		

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
09	<u>DELETED</u>		
10	<u>DISCOUNTS</u> 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.		
11	<u>TERMINATION CLAUSES:</u> BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations. Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.		
12	<u>Liquidated Damage (LD/Penalty for Delay) :</u> Subject to force majeure, If vendor fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the order value for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (ten percent) of the order value. For this purpose, the period of delay shall be the delay attributable to vendor for completion of job as per contract. In case of LD recovery, the applicable GST shall also be recovered from vendor.		
13	<u>Security Deposit:</u> NOT APPLICABLE <u>Performance Bank Guarantee (PBG) :</u> NOT APPLICABLE		
14	The sealed tenders super scribing tender number and due date should be addressed to Senior Engineer/Purchase or Head/Purchase, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.		
15	<u>Inspection : Details shall be as per Part-C</u> BHEL will have the option to pre-inspect the equipment at supplier's works by our inspector. The final inspection of performance will however be carried out at our site.		
16	The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.		
17	Supplier must submit with their offer list of customers (with their full address and their purchase reference number) to whom they have supplied similar machine in the past five years. The year of supply should also be indicated.		
18	The quotation should be valid at least for a period of 90-days from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.		
19	<u>Force Majeure :</u> The vendor shall be subject to force majeure clause defined as under : This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.		

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
20	<p>Arbitration : In the event of any dispute or difference arising between the parties to this contract regarding execution of the same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of sole arbitration of General Manager, BHEL, PSER, Kolkata or any other person nominated by him and provisions of the "The Arbitration and Conciliation Act ,1996" of India or any statutory notification or re-enactment therefore and rules framed there under from time to time shall apply to such arbitrations. The decision of arbitrator shall be binding both on seller and purchaser. The venue of arbitration shall invariably be Kolkata, India.</p>		
21	<p>Jurisdiction : All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.</p>		
22	<p>RIGHTS OF BHEL (A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer. (B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases: i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution. ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier. iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier. v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL. vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier. (#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract. (C) Risk & Cost Amount against Balance Work: Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/Supply (*) as per rates of new contract B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). (*) Balance scope of work / supply (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance</p>		

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220

<p>scope of Work / Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.</p> <p>Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p> <p>Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.</p> <p>(D) LD against delay in executed work / supply in case of Termination of Contract :</p> <p>LD against delay in executed work / supply shall be calculated in line with L clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract value shall be taken as Executed Value of work / supply for the purpose of limiting the maximum LD value.</p> <p>Method for calculation of "LD against delay in executed work / supply" is given below.</p> <p>i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier = T1</p> <p>ii) Let the value of executed work / supply till the time of termination of contract = X</p> <p>iii) Let the Total Executable Value of work / supply for which inputs/fronTS were made available to contractor / supplier and were planned for execution till termination of contract = Y</p> <p>iv) Delay in executed work / supply attributable to contractor/supplier i.e. $T2 = [1 - (X/Y)] \times T1$</p> <p>v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/ supplier.</p> <p>(E) Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor</p> <p>Following sequence shall be applicable for recoveries from contractor / supplier on whom risk & cost has been invoked, after informing the contractor / supplier of the total proposed recovery :</p> <p>a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract.</p> <p>b) Demand notice for deposit of balance recovery amount shall be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:</p> <p>i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery.</p> <p>ii) If recovery cannot be made out of dues payable to the contractor / supplier as above, balance amount to be recovered, shall be informed to</p>		
--	--	--

	other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier. iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.		
23	<p>General : The Consignee for the items shall be :</p> <p>STORE KEEPER, BHEL PSER, BHEL BHAWAN, PLOT NO. 9/1, DJ-BLOCK, SECTOR-II, SALT LAKE CITY, KOLKATA-700091, WEST BENGAL, INDIA</p> <p>All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.</p>		
24. LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS			
(I)	Bank Guarantee: Non submission of 5% BG will attract 5% loading on the offers.	NOT APPLICABLE	
(II)	Penalty Clause: Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.		
(III)	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.		
25	Note: The offers not complying the above Terms & Conditions shall be liable for rejection.		

Note:

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

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

PART C: TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT**TECHNICAL SPECIFICATIONS**

ITEM S.NO	ITEM DESCRIPTION	SPECIFICATION	UOM	TENTATIVE QTY.
1	PRINTED BROWN COLOUR ENVELOPE, SIZE 310 X 255 MM	PRINTED BROWN COLOUR ENVELOPE, SIZE: 310X255MM. PAPER QUALITY (31 KG). PRINTING AS PER SAMPLE.	NOS	5000
2	PRINTED BROWN ENVELOPE, SIZE 305 X 135 MM	PRINTED BROWN ENVELOPE, SIZE: 305 X 135 MM, PAPER QUALITY (31 KG). PRINTING AS PER SAMPLE	NOS	5000
3	WINDOW ENVELOPE, SIZE 225 X 115MM	PRINTED WINDOW ENVELOPE, SIZE: 225 X 115MM, PAPER QUALITY (27 KG) AS PER SAMPLE.	NOS.	10000
4	CLOTH ENVELOPE, SIZE 400 X 300MM	PRINTED CLOTH ENVELOPE, SIZE: 400 X 300MM, PAPER QUALITY (18 KG) AS PER SAMPLE	NOS.	2000
5	CLOTH ENVELOPE, SIZE: 310 X 270 MM	PRINTED CLOTH ENVELOPE, SIZE: 310 X 270 MM, PAPER QUALITY (18 KG) AS PER SAMPLE.	NOS.	3000
6	PRINTED WHITE ENVELOPE, SIZE 250 X 110 MM	PRINTED WHITE ENVELOPE, SIZE 250 X 130 MM, PAPER QUALITY (27 KG). PRINTING AS PER SAMPLE	NOS	10000
7	PRINTED BROWN COLOUR ENVELOPE, SIZE 400 X 300 MM	PRINTED BROWN COLOUR ENVELOPE, SIZE: 400X300MM. PAPER QUALITY (31 KG). PRINTING AS PER SAMPLE.	NOS	1000

Note: Above mentioned quantities are tentative. However, quantity for each item may vary up to $\pm 20\%$ as per actual requirement.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220

SPECIAL CONDITIONS OF CONTRACT

1	CONTRACT PERIOD	ONE (01) YEAR FROM THE DATE OF PLACEMENT OF RATE CONTRACT.
2	DELIVERY :	WITHIN 20 (TWENTY) DAYS FROM DATE OF INTIMATION BY STORE KEEPER, BHEL PSER, KOLKATA
3	PAYMENT TERMS :	<p>A. 90% OF ORDER VALUE EXCLUDING GST SHALL BE PAYABLE WITHIN 30 DAYS AGAINST RECEIPT AND ON SUBMISSION OF ORIGINAL GST INVOICE, DELIVERY CHALLAN ETC. AS APPLICABLE. NO ADVANCE SHALL BE PAID.</p> <p>B. BALANCE 10% PAYMENT ALONG WITH GST SHALL BE PAYABLE SUBJECT TO FULFILMENT OF THE FOLLOWING:</p> <p>i. CONFIRMATION OF FULL GST CREDIT TO BHEL</p> <p>ii. VENDOR DECLARING GST INVOICE IN HIS GSTR-1</p> <p>iii. CONFIRMATION OF PAYMENT OF GST THEREON BY VENDOR ON GSTN PORTAL.</p> <p>iv. ABOVE IS SUBJECT TO RECEIPT OF GOODS / SERVICE AND TAX INVOICE THEREOF ALONG WITH VENDOR DECLARING INVOICE IN HIS RETURN AND PAYING GST WITHIN TIMELINE PRESCRIBED FOR AVAILING ITC BY BHEL. GST ALONG WITH ANY INTEREST IF LEVIED THEREON FOR REASONS ELABORATED IN TAXES AND DUTIES CLAUSE OF THE TENDER WHICH IS NOT ATTRIBUTABLE TO BHEL WILL BE RECOVERED FROM THE FINAL PAYMENT / RETENTION.</p> <p>C. PAYING AUTHORITY: HEAD/FINANCE, BHEL-PSER, KOLKATA.</p>
4	TRANSIT INSURANCE:	TO BE BORNE BY VENDOR.
5	CONSIGNEE :	STORE KEEPER, BHEL BHAVAN, PLOT NO. 9/1, DJ BLOCK, SECTOR-II, SALT LAKE, KOLKATA-700091
6	EVALUATION CRITERIA:	EVALUATION SHALL BE DONE ON ALL INCLUSIVE TOTAL F.O.R PRICE EXCLUDING GST (i.e. BASIC + FREIGHT + INSURANCE) FOR ALL THE ITEMS FOR TOTAL QUANTITY. THE EVALUATION SHALL BE DONE ON TOTALITY OF ALL THE ITEMS.
7	GUARANTEE/ WARRANTY	IF ANY SUPPLIED MATERIAL IS FOUND NOT IN COMPLIANCE WITH TECHNICAL SPECIFICATION OR IN ANY CASE OF ANY DEFECTIVE MATERIALS, THE SAME SHALL BE REPLACED FREE OF COST WITHIN ONE WEEK OF INTIMATION OF BHEL.
8	PROOF & PAPER SAMPLE SHOULD BE SHOWN BEFORE FINAL PRINTING.	
9	QUANTITY INDICATED ABOVE AGAINST EACH ITEMS ARE TENTATIVE.	
10	QUANTITY FOR EACH ITEM MAY VARY UPTO + 20% AS PER ACTUAL REQUIREMENT.	
11	PRINTING MATTERS ARE TENTATIVE. MINOR CHANGES MAY BE DONE IN PRINTING MATTER DURING ACTUAL EXECUTION.	
12	VENDORS MAY VISIT BHEL:PSER'S STORES TO CHECK THE ITEMS/SAMPLES REQUIRED BY BHEL PRIOR TO SUBMISSION OF THEIR OFFER.	
13	OFFERED UNIT PRICE SHALL BE FIRM FOR ENTIRE CONTRACT PERIOD IRRESPECTIVE OF QUANTITY VARIATION.	

TAXES & DUTIES

All taxes excluding GST with applicable cess & BOCW Cess (mentioned elsewhere in the Tender) but including, Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.

- Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
- GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.
- The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220

- e. TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- f. TDS under GST (if/ as & when applicable later) shall be deducted at applicable rates on gross invoice value from the running bills. However as on date no TDS under GST is applicable.
- g. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following.
BHEL GSTN – 19AAACB4146P1ZC
NAME - BHARAT HEAVY ELECTRICALS LIMITED
BHEL-PSER HQ ADDRESS – PLOT NO. – 9/1, DJ BLOCK, SECTOR-II, KARUNAMOYEE, SALT LAKE CITY, KOLKATA-700091, WEST BENGAL.
- h. Bidder to intimate immediately on the day of removal of Goods(in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances
Portal Address – Shall be intimated later.
Email Address – Shall be intimated later.
- i. In case of delay in submission of the above mentioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
- j. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
- k. Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.
- l. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- m. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- n. Way Bill: Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract.
- o. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants.
- p. Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties.
- q. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.
- r. As per Anti-profiteering clause bidder shall pass on the benefit to BHEL in case of any reduction of the GST rate. Further any Excise Duty , VAT , CST , Service tax , Entry Tax embedded in the price of the goods/Services shall be passed on to BHEL.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

GST Registration nos.

Sl. No.	State / UT	GST Reg. No.
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bangal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

PART-E

PRICE SCHEDULE

JOB: RATE CONTRACT FOR PROCUREMENT OF VARIOUS ENVELOPES FROM MSE SUPPLIERS FOR ONE (01) YEAR AT BHEL- PSER'S, KOLKATA OFFICE.

SL. NO.	DESCRIPTION OF ITEM	TENTATIVE QUANTITY	UOM	ALL INCLUSIVE UNIT F.O.R PRICE excluding GST (IN RS.)	ALL INCLUSIVE TOTAL F.O.R PRICE excluding GST (IN RS.)
A	B	C	D	E	(F = C X E)
1	PRINTED BROWN COLOUR ENVELOPE, SIZE 310 X 255 MM	5000	NOS.		(Say P1)
2	PRINTED BROWN ENVELOPE, SIZE 305 X 135 MM	5000	NOS.		(Say P2)
3	WINDOW ENVELOPE, SIZE 225 X 115MM	10000	NOS.		(Say P3)
4	CLOTH ENVELOPE, SIZE 400 X 300MM	2000	NOS.		(Say P4)
5	CLOTH ENVELOPE, SIZE: 310 X270 MM	3000	NOS.		(Say P5)
6	PRINTED WHITE ENVELOPE, SIZE 250 X 110 MM	10000	NOS.		(Say P6)
7	PRINTED BROWN COLOUR ENVELOPE, SIZE 400 X 300 MM	1000	NOS.		(Say P7)
8	ALL INCLUSIVE TOTAL F.O.R. PRICE FOR ALL ITEMS FOR TOTAL QUANTITY excluding GST i.e. (P = P1+P2+P3+P4+P5+P6+P7)				(Say P)
*Evaluation shall be done on price P = P1+P2+P3+P4+P5+P6+P7.					

NOTE:

- ALL INCLUSIVE TOTAL F.O.R PRICE (i.e. BASIC, FREIGHT, INSURANCE) excluding GST IN RS. for ALL ITEMS FOR TOTAL QUANTITY(SL. NO. 8 ABOVE) SHALL BE TAKEN INTO ACCOUNT FOR EVALUATION.
- BIDDERS HAS TO QUOTE AGAINST ALL THE ITEMS AS ABOVE, ELSE OFFER MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.
- WAY BILL/ROAD PERMIT SHALL BE GIVEN BY BHEL & ENTRY TAX/OCTROI (IF ANY) IS TO BE BORNE BY BHEL.
- THE ABOVE QUANTITIES ARE TENATATIVE & QUANTITY FOR EACH ITEM MAY VARY UP TO (+/-20%) AS PER ACTUAL REQUIREMENT.
- OFFERED UNIT PRICE SHALL BE FIRM FOR ENTIRE CONTRACT PERIOD IRRESPECTIVE OF QUANTITY VARIATION.
- BHEL RESERVES THE RIGHT TO RATIONALIZE THE RATES, QUOTED BY L-1 BIDDER AGAINST ITEMWISE LOWEST RATES (AMONG THE PARTICIPATING BIDDERS), BEFORE PLACEMENT OF ORDER.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220

UN-PRICED PRICE SCHEDULE(Indicate **quoted/unquoted** against each sl. no.)**JOB: RATE CONTRACT FOR PROCUREMENT OF VARIOUS ENVELOPES FROM MSE SUPPLIERS FOR ONE (01) YEAR AT BHEL- PSER'S, KOLKATA OFFICE.**

SL. NO.	DESCRIPTION OF ITEM	TENTATIVE QUANTITY	UOM	ALL INCLUSIVE UNIT F.O.R PRICE excluding GST (IN RS.)	ALL INCLUSIVE TOTAL F.O.R PRICE excluding GST (IN RS.)
A	B	C	D	E	(F = C X E)
1	PRINTED BROWN COLOUR ENVELOPE, SIZE 310 X 255 MM	5000	NOS.		(Say P1)
2	PRINTED BROWN ENVELOPE, SIZE 305 X 135 MM	5000	NOS.		(Say P2)
3	WINDOW ENVELOPE, SIZE 225 X 115MM	10000	NOS.		(Say P3)
4	CLOTH ENVELOPE, SIZE 400 X 300MM	2000	NOS.		(Say P4)
5	CLOTH ENVELOPE, SIZE: 310 X270 MM	3000	NOS.		(Say P5)
6	PRINTED WHITE ENVELOPE, SIZE 250 X 110 MM	10000	NOS.		(Say P6)
7	PRINTED BROWN COLOUR ENVELOPE, SIZE 400 X 300 MM	1000	NOS.		(Say P7)
8	ALL INCLUSIVE TOTAL F.O.R. PRICE FOR ALL ITEMS FOR TOTAL QUANTITY excluding GST i.e. (P = P1+P2+P3+P4+P5+P6+P7)				(Say P)
*Evaluation shall be done on price P = P1+P2+P3+P4+P5+P6+P7.					

NOTE:

- ALL INCLUSIVE TOTAL F.O.R PRICE (i.e. BASIC, FREIGHT, INSURANCE) excluding GST IN RS. for ALL ITEMS FOR TOTAL QUANTITY(SL. NO. 8 ABOVE) SHALL BE TAKEN INTO ACCOUNT FOR EVALUATION.
- BIDDERS HAS TO QUOTE AGAINST ALL THE ITEMS AS ABOVE, ELSE OFFER MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.
- WAY BILL/ROAD PERMIT SHALL BE GIVEN BY BHEL & ENTRY TAX/OCTROI (IF ANY) IS TO BE BORNE BY BHEL.
- THE ABOVE QUANTITIES ARE TENATATIVE & QUANTITY FOR EACH ITEM MAY VARY UP TO (+/-20%) AS PER ACTUAL REQUIREMENT.
- OFFERED UNIT PRICE SHALL BE FIRM FOR ENTIRE CONTRACT PERIOD IRRESPECTIVE OF QUANTITY VARIATION.
- BHEL RESERVES THE RIGHT TO RATIONALIZE THE RATES, QUOTED BY L-1 BIDDER AGAINST ITEMWISE LOWEST RATES (AMONG THE PARTICIPATING BIDDERS), BEFORE PLACEMENT OF ORDER.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220

PART-H : FORMS AND PROCEDURES

F-01

RTGS FORMAT

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

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE
OF VENDOR WITH DATE & SEAL

CONFIRMATION BY BANKER WITH
OFFICE SEAL

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

F-02**FORMAT FOR DETAILS OF BIDDER**

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220