



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HIGH PRESSURE BOILER PLANT**  
**TIRUCHIRAPPALLI -620014**  
Tel: 0431-2577645,  
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### **EXPRESSION OF INTEREST FOR SKO REQUIREMENT**

BHEL's Trichy Complex is the leading boiler manufacturers in the world with annual turnover of 2500 million USD. **BHEL—SSTP/TRICHY requires 400 to 450 KL of SKO (Super Kerosene Oil) for every fortnight** as per the technical parameters mentioned in the Annexure-E. The yearly consumption of SKO amounts to **11,500 KL** (APPROX). The details of which are available in BHEL website <http://www.bhel.com> (Tender notification Page) and in Central Public Portal <https://eprocure.gov.in>.

**Interested suppliers** may contact the person in charge indicating the respective reference number given below by submitting the following documents by duly signing all the pages with office seal.

- 1) Techno Commercial MOU--(Total 5 pages including Annexure-X and Y) and
- 2) Other Enquiry Annexures—{A,B,C,D,E and I & II—(11 pages)--forms part of this MOU}

**All the above documents shall be sent to the address given below in a sealed cover on or before 08.04.2019 (2.00 PM) superscribing the Reference number given below.**

<b><u>REFERENCE NUMBER:</u></b>  <b>BHEL-TRY/MM/PSS/SKO-EOI/2019/01</b> <b>DT:22.03.2019</b>	<b>DGM/MM/PSS,</b> <b>4th Floor – Bldg. 24,</b> <b>Bharat Heavy Electricals Ltd.,</b> <b>Tiruchirapalli-620014, Tamil Nadu.</b> <b>Ph: 0431- 2577645/7104/7501,</b> <b>Fax: 0431- 2520719</b> <b>Email: <a href="mailto:pgavictor@bhel.in">pgavictor@bhel.in</a></b> <b><a href="mailto:kvalavan@bhel.in">kvalavan@bhel.in</a></b>
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**Offers Documents received after the due date and time will not be considered.**

## BHARAT HEAVY ELECTRICALS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

Tiruchirappalli — 620 014. Tamil Nadu.

Website: [www.bhel.com](http://www.bhel.com)

### **TECHNO-COMMERCIAL MEMORANDUM OF UNDERSTANDING BETWEEN BHEL AND VENDORS FOR SUPPLY OF SUPER KEROSENE OIL THROUGH TANKER LORRIES**

#### **1. GENERAL:**

BHEL intend to procure Super Kerosene Oil (SKO) on FOR destination basis as per their fortnightly requirement. The Destination of delivery is BHEL SSTP STORES/Trichy. The installed plant static tank capacity is 320 KL.

#### **2. SUBMISSION AND OPENING OF TENDER:**

Since the price revision takes place once in 15 Days (i.e. 1<sup>st</sup> & 16<sup>th</sup> of every month) Tenders will be floated once in 15 Days and the quantity coverage will be for 15 days requirement quantities. Scheduling of Tender floating will be as detailed below:-

- i) The fortnightly quantity requirement will be published in EPS portal with an Enquiry number about **5 days before the prescribed due date.**
- ii) Prescribed due date will be 2<sup>nd</sup> and 17<sup>th</sup> day of every month. If the due date falls on declared Holiday or Sunday, the next working day will be the due date for offer submission. But the due date will be clearly mentioned in the EPS portal.
- iii) The offer will be opened immediately after the due date / time and L1 ranking will be arrived for placement of PO on the L1 vendor.

#### **3. ITEM TO BE SUPPLIED:** Super Kerosene Oil (SKO) through Tanker Lorries

#### **4. PHYSICAL PROPERTIES / CHARACTERISTICS / TEST CERTIFICATE:**

As per Annexure -E attached

#### **5. QUANTITY:**

The average fortnightly consumption of Trichy is 400 to 450 KL approximately. The above said quantity is approximate only, based on our present consumption schedule. However, the successful tenderer shall have to cater the increase in quantity if any during any fortnight, at the same price and terms & conditions. But, they are not entitled to raise any claim for any reduction in quantity to any extent and whatsoever reason during any fortnight.

#### **6. General:**

- i. Tenderers who failed to comply with earlier contractual obligations of BHEL which resulted in short closure / Cancellation of any contract is not eligible to participate in this tender.
- ii. Companies black listed /ordered for blacklisting by BHEL would not be considered. Tenderers who are having unresolved dispute with BHEL will not be considered under any circumstances.

#### **7. NON – PERFORMANCE OF CONTRACT / CANCELLATION OF CONTRACT / RIGHTS OF THE COMPANY:**

BHEL reserves the right to cancel the contract if the quality of material delivered falls below the required specifications and also if the deliveries are not made in accordance with the delivery schedule, as indicated by BHEL. In the event of cancellation of the contract as mentioned above, the party will be blacklisted. BHEL reserves the right to make alternate purchase by operating the risk purchase clause of BHEL against the successful tenderer.

#### **8. CLEAR UNDERSTANDING:**

When a tenderer submits his tender in response to this document, he will be deemed to have understood fully about the requirements of the terms and conditions of the tender.

#### **9. VALIDITY OF OFFER:**

In consideration of the tenderer being allowed to quote for the supply, they shall keep the tender firm **PRICE** for a period of 15 days from the date of opening of the tender during which period or till the tenders are decided, the tenderer will not be free to withdraw the tender.

Seal and Signature of BHEL

Seal and Signature of Supplier

**TECHNO-COMMERCIAL MEMORANDUM OF UNDERSTANDING BETWEEN BHEL AND VENDORS  
FOR SUPPLY OF SUPER KEROSENE OIL THROUGH TANKER LORRIE**

**10. PRICE:**

The offered price should be for per KL and FOR BHEL-SSTP STORES/Trichy. The Price for the quoted supply fortnight shall be firm for the whole fortnight.

**11. PAYMENT:**

- i) 100% direct EFT Payment after **45 days** from the date of receipt and acceptance of materials at BHEL SSTP Stores.
- ii) Any deviation in the payment terms, any other conditions in payment terms or any other payment terms viz advance payment or credit payment of less than 10 days from the date of Invoice will summarily be rejected.
- iii) Appropriate loading shall be applied taking 45 days credit as the reference.
- iv) Loading Factor:-  
Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) +6%' will be considered for the loading for the period of relaxation sought by the bidder.
- v) The successful tenderer shall ensure that the invoices are submitted to us within 3 days from the date of dispatch of material. Please note that, payment shall be made only for the actual quantity of the material received and accepted at our end and the quantity measured by dip measurement method for payment. Excess physical quantity than the invoiced quantity will not be considered for payment. Invoice should bear BHEL Purchase Order Number.
- vi) Credit Note:  
For short supply cases, the credit note in original should be submitted immediately. After receipt of credit note only, invoice will be forwarded to Finance for payment purpose.

**12. DELIVERY SCHEDULE:**

The successful tenderer shall make arrangements to deliver the required quantity of material as per our requirement. However, we reserve the right to regulate supplies by increasing/decreasing/suspending dispatches according to our consumption schedule, which shall be intimated to the successful tenderer. The successful tenderer shall strictly adhere to our delivery schedule and in case he fails to supply the material as per this delivery schedule, BHEL reserves the right to make alternate purchase by operating the risk purchase clause of BHEL against the successful tenderer. The successful tenderer should ensure to supply minimum 2 Tankers during fortnight end to meet the SKO requirement till the finalization of next fortnight L1 based on intimation from BHEL for which no detention charges is applicable for the SKO tanker lorries.

**13. TRANSPORTATION:**

The successful tenderer shall make his own arrangements to deliver Super Kerosene Oil (SKO) at our Factory and the transportation charges applicable shall be fixed and firm and shall not vary on any account till completion of the entire ordered quantity in that fortnight. GST on Transportation Charge, if applicable, shall be shown separately. All precautions shall be taken to ensure that no contamination of the material happens during transit. Tenderer shall also comply to requirements under **Annexure-Y**.

**14. UNLOADING / Rejection:**

Our usual unloading time is from 8.00 a.m. to 3.00 p.m. on all normal working days, except on Sundays and other public holidays. But in case of any rejection, the successful tenderers shall make their own arrangements to take back the rejected quantity, at his own risk and cost. However, we shall try to ensure that the vehicles are not detained beyond reasonable time. In case of exigency, BHEL may ask the successful tenderer to deliver SKO at BHEL-SSTP Stores during Sundays/Holidays on mutually agreed basis.

**15. MATERIAL TEST CERTIFICATE:**

Each consignment of Super Kerosene Oil (SKO) should accompany with a Test Certificate and the Test Certificate shall be handed over to the authorized officer of our Stores department without fail. The test certificates, missed if any, shall be submitted along with subsequent supplies.

**Seal and Signature of BHEL**

**Seal and Signature of Supplier**

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**16. DEFAULT:**

Should it appear to BHEL that Bidders::

- a) are not taking any interest in timely commencement of the work.
- b) are not executing the contract in accordance with or as specified in the contract.
- c) Bidders or their authorized representative is not available to take orders regarding the execution of the Work.
- d) Bidders have refused to carry out the reasonable instructions of the company for the execution of the Work

BHEL may, at Bidders expenses and without prejudice to any other right of it

- a) Perform such portion of the contract work as Bidders might have failed to execute or,
- b) Take the work wholly or part out of Bidders hand and re-contract the same to any other person /firm or
- c) Cancel the contract.

The company shall not be liable for any loss suffered by Bidders as a result of the company's action. Bidders shall indemnify the company against all losses suffered by the company and liabilities imposed on the company as result of the default committed by them.

**17.** BHEL reserves the right to reject any tender including the lowest, without assigning any reason.

**18.** All questions, disputes arising under, out of or in connection with this Tender/Contract shall be decided by the Management of the Company whose decision shall be final and binding on the Tenderer/Contractor.

**19.** Any suit or legal proceeding against Company in connection with this Tender/Contract shall be filed or instituted only in a Court having jurisdiction in the town of Trichy court only.

**20. AWARD OF CONTRACT**

BHEL Reserves the right

- To accept, at its sole and unfettered discretion, any tender for whole or part quantities or to reject any or all tenders without assigning any reasons whatsoever.
- To award the contract to only one firm on fortnightly basis.
- To enter into parallel contracts simultaneously or at any time during the period of contract with one or more tenderer(s) as BHEL may feel fit, if needed, which will be spelt in Tender.
- To place adhoc order simultaneously or at any time during the period of contract with one or more supplier(s) / tenderer(s) for such quantity and for such items as BHEL may feel fit, if needed, which will be spelt in Tender.
- BHEL does not bind itself to accept the lowest tender or assign any reason for non- acceptance of the same.
- The Purchase order resulting from this tender and any amendments to be issued subsequently with its terms and conditions and stipulations constitute the entire agreement relating to the tender between the successful tenderer and BHEL and both parties are bound by the terms and conditions.
- Tender will be processed through E-procurement.
- BHEL General conditions of Contract and Safety regulations form a part of this tender and are applicable to the extent required.
- In case there is any conflict between the standard terms and conditions, which are in conflict with any special instructions, the latter shall prevail.
- If more than one vendor becomes L1 the total enquiry quantity will be equally shared among all the L1 vendors.

This Techno-Commercial MOU is valid for One year--**From 01.05.2019 to 30.04.2020.**

All Annexures — (A,B,C,D,E,X,Y and I & II forms part of this MOU).

**Seal and Signature of BHEL**

**Seal and Signature of Supplier**

**TECHNO-COMMERCIAL MEMORANDUM OF UNDERSTANDING BETWEEN BHEL AND VENDORS  
FOR SUPPLY OF SUPER KEROSENE OIL THROUGH TANKER LORRIE**

**ANNEXURE--X**

**GENERAL CONDITIONS OF CONTRACT**

**1. Definition and terminology:**

In the contract documents as hereinafter defined, where the context so admits, the following words and expressions shall have the following meaning: -

- The term 'Company' shall mean the BHARAT HEAVY ELECTRICALS LIMITED, Tiruchirappalli, T a m i l N a d u .
- The term 'Engineer' shall mean the Engineer in charge of the work under contract or in his absence another person assigned by the Company.
- The term 'Supplier' shall mean the persons, firms or Company with whom the contract has been entered into and shall be deemed to include the Supplier's successors, representatives, heirs, executors and administrators unless excluded specifically by the Contract.
- The term 'works' shall mean and include all works and items and services to be executed, supplied or done by the Supplier under the contract.

**2. Scope of work:**

Scope of work shall be as specified in the tender.

**3. General obligations:**

The Supplier shall be deemed to have visited and carefully examined the site and its surroundings to have considered the possibility or difficulties that may be caused to his operation by reason or any strike or non-operation by his own employees or labor working under him. The Supplier shall provide everything necessary for the proper execution of works according to the intend and meaning of the schedules of qualities and the specifications taken together whether the same may not be particularly shown or described therein. The Supplier shall carry out and complete the above work in every respect in accordance with this contract, and the direction of Engineer within the time specified. The Engineer may in his discretion and from time to time, issue further written instructions details, directions and explanations of the proper execution of the work, and shall reserve the right to alter, modify, change, withdraw such instructions, details etc.

**4. Rates for items of work:**

The rates entered in the schedule of rates of the tender are intended to provide for work duty and properly completed in accordance with the conditions of tender / contract. The rates quoted shall be deemed to have included all incidental charges or contingencies, which may not have been specifically provided in tender rates.

**5. Time for completion:**

The Supplier shall complete in all respect the contract work within the stipulated time and date. In case the supplier fails to deliver the tendered material within the period specified in the contract the purchaser shall deduct liquidated damages as under. The contract shall be for a 15 days from the date of award of contract or till the end date of fortnight period whichever is earlier.

The FOR/Destination Rate of Contract shall remain firm for the above said period of 15 days from the date of award of contract or till the end date of fortnight period whichever is earlier.

**5.1. Liquidated Damages:**

In case of staggered delivery schedule, if the Supplier fails to deliver the quantity of any line item of the P.O within the period specified in that line item, Purchaser shall deduct Liquidated Damages, 0.5% of the undelivered portion per week delay or part thereof subject to maximum of 10% of the total order value.

**5.2. Risk Purchase:**

Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefor. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in LD clause above.

**Seal and Signature of BHEL**

**Seal and Signature of Supplier**

**TECHNO-COMMERCIAL MEMORANDUM OF UNDERSTANDING BETWEEN BHEL AND VENDORS  
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**ANNEXURE--Y**

**ENVIRONMENTAL MANAGEMENT / OCCUPATIONAL HEALTH AND SAFETY SYSTEM REQUIREMENTS**

As per the environmental management system- SO 14001:2004 and occupational health and safety system- 18001-1999, we are committed to ensure that our transporters strictly follow specific environmental and OH and S requirements while transporting the materials to our factory. Your attention is drawn to the following act and rules, which you are earnestly requested to follow.

- i. The Motor Vehicles Act 1988 and Central Motor Vehicles Rules 1989  
The Manufacture, storage and import of Hazardous Chemicals Rules 1989 iii.  
Holding Fitness Certificate of the vehicle.

You are also requested to strictly adhere to the following statutory/legal requirements with regards to safety, which will be checked by our authorized officials, while your trucks reach our premises.

- a) The vehicles should have valid registration and road permit.
- b) The driver should have photo identified valid Heavy License (Original Only) and all other statutory documents. Also each should have attended special training for transportation of hazardous Chemicals and must possess certificate issued by the concerned authority to that effect.
- c) The driver's license must be duly endorsed by Road Traffic Authorities for transporting hazardous chemicals.
- d) The vehicle should have a Spark Arrester.
- e) The vehicle should have "Reverse Hooter".
- f) The "Pollution **under Control**" certificate should be available with the drivers in the vehicles.
- g) The First Aid Box, Fire Extinguishers and required safety appliance must be available in the vehicles.**
- h) Your vehicles while carrying materials to our company are not supposed to carry smoking materials, Match boxes, lighters, stoves etc.**
- i) The Driver must bring along with him the Delivery Challan / Invoice of the material issued by our vendors, Test certificate for the SKO carrying and should produce the same to the authorities while reaching BHEL

**Seal and Signature of BHEL**

**Seal and Signature of Supplier**



## **Annexure A**

### **I) INSTRUCTIONS REGARDING BID SUBMISSION IN EPS PORTAL**

Interested bidders / Suppliers shall submit their offer through e-Procurement mode at <https://bhel.abcprocure.com>. Offers in any other mode will not be accepted. For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps.

#### **REQUIREMENTS**

1. Computer with good Internet Connection (Minimum 256 kbps).
2. Operating System should be Windows Vista / Windows 7 and above.
3. Web Browsers: IE 9.0 (32-bit Browser only) & above, Mozilla Firefox up to version 51 (32 bit / 64 bit), Google Chrome 20.0 to 41.0
4. System Access with Administrator Rights
5. Digital Certificate: To participate in an e-Tender, you need to have a Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website.

#### **Steps for registration & bidding:**

For registration & submitting bids, vendors shall follow the link "Bidder manual for BHEL Bidders" in <https://bhel.abcprocure.com>.

In case of any assistance, please call the following Nos for support:

Contact: +91-79-40270549/560/590.

### **II) GENERAL CONDITIONS:**

- 1) Bidders are requested to quote their offer price on F.O.R Destination (BHEL/SSTP--Stores) basis only (The basic price of the material quoted in the bid should be inclusive of Packing, Forwarding, freight and transit insurance, etc.).

**Ex-works offers will be summarily rejected without further clarification.**

- 2) No charges shall be indicated as "Lumpsum" or "Approximate" in absolute value. All charges like taxes and duties should be clearly specified as "percentage" of the quoted rates.
- 3) If GST is payable as extra to the quoted price should be specifically stated in quotations failing which the purchaser will not be liable for payment of GST. Our GST No. is **33AAACB4146P2ZL**.
- 4) Manufacturer's name, trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
- 5) Products with I.S.I. certification marks will be preferred.
- 6) The Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept in Part or full without assigning any reason whatsoever.
- 7) The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- 8) The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and abcprocure Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.
9. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

### **III) TERMS AND CONDITIONS OF THE ENQUIRY**

1. Qualified suppliers will be evaluated by us through **Expressions of Interest (EOI)** and clarifications required if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected.

Seal and Signature of BHEL

Seal and Signature of Supplier

2. Only the suppliers who have been technically qualified and signed the Expression of Interest (EOI) and all the other Annexures will be permitted to submit their price bid every fortnight in single part through EPS portal.
3. The prices should be valid for a duration till the end of fortnight period.
4. The price bid should be submitted before the due date and time mentioned in EPS.
5. The fortnightly quantity requirement will be published in EPS portal with an Enquiry number about  
**5 days before the prescribed due date.**
6. Prescribed due date will be 2<sup>nd</sup> and 17<sup>th</sup> day of every month. If the due date falls on declared Holiday or Sunday, the next working day will be the due date for offer submission. But the date will be clearly mentioned in the EPS portal.
7. The offer will be opened immediately after the due date / time and L1 ranking will be arrived at for placement of PO on the L1 vendor.
8. For each of the L1 vendor, one mother PO will be placed and the subsequent quantities will be suitably amended in the mother PO to the respective L1 vendor. An amendment to the PO will be sent through E-mail to the L1 vendor every fortnight. Then the L1 vendor shall have to effect supply of SKO within 24 Hrs from the date of issue of PO amendment thro' E-mail.
9. On the due date of price bid opening, only the suppliers who have been technically qualified and signed the Expression of Interest (EOI) and all the other Annexures will be permitted to submit their price offers.
10. In the event of more than one vendor becoming L1 for the item, the quantity will be equally shared on all the suppliers.
11. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price. BHEL reserves the right to increase or decrease the tender quantity.
12. **Order sharing Ratio:** 100% Quantity will be ordered on L1 vendor subject to provisions in the Clause as per the MSME ACT 2006 (**Please Refer point No: 18 of this Annexure for details**).

**13.** The rates are to be quoted on F.O.R. destination basis only (Inclusive of Packing, Forwarding, and Freight and Transit Insurance charges to supplier account). Other delivery conditions like Ex-works / Ex-Godown/ Transportation of materials through transport carriers from your works up to the transport carrier's office at Tiruchy and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us and such offers will be summarily rejected.

**14. Payment Terms (Indigenous):-**

i) 100% direct EFT Payment after 45 days from the date of receipt and acceptance of materials at BHEL SSTP Stores.

ii) **Any deviation in the payment terms, any other conditions in payment terms or any other payment terms** viz advance payment or credit payment of less than 10 days from the date of Invoice will summarily be rejected.

**Appropriate loading shall be applied taking 45 days credit as the reference.**

iii) **Loading Factor:-**

Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) +6% will be considered for the loading for the period of relaxation sought by the bidder.

**15. Liquidated Damages (LD) clause.**

**Staggered delivery schedule**

In case of staggered delivery schedule, if the Supplier fails to deliver the quantity of any line item of the P.O within the period specified in that line item, Purchaser shall deduct Liquidated Damages, 0.5% of the undelivered portion per week delay or part thereof subject to maximum of 10% of the total order value

**Liquidated Damages (LD): (Any deviations shall attract loading to the extent of relaxation sought to which it is not agreed by the bidder at offered value).**



**16. RISK PURCHASE:** Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefor. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in LD clause above.

**17. GST DETAILS:**

- i) Supplier should mention the Valid GST registration number and HSN/SAC code of the respective items of the Enquiry while submitting their quotation.
- ii) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- iii) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- iv) A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- v) All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
- vi) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
- vii) For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
- viii) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

**18. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE) BIDDERS:**

- i. 25% of the tendered quantity is earmarked for MSE suppliers (**Manufacturers Only**) in this tender. **Trading Enterprises / services in MSE category are not eligible for Ordering.**
- ii. Out of the 25% tendered quantity reserved for MSE vendors, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs and a minimum 3% reservation for women owned MSEs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs and 3% reservation for women owned MSEs shall be met with other MSE enterprise/s.
- iii. Definition of MSE's owned by SC/ST:-
  - a) In case of Proprietary of MSE, proprietor(s) shall be SC/ST.
  - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit
  - c) In case of Private limited companies, at least 51% share shall be held by SC/ST promoters.

- iv) The earmarked 25% quantity will be counter offered to the MSE vendors whose rate is within L1+15% band. In case of more than one such MSE, the supply shall be shared proportionately subject to acceptance of L1 price by MSE vendor. In case of non-acceptance of the counter offering of 25% reservation to MSE vendors, the total tender quantity will be ordered as mentioned in point No. (vi) of this Clause.
- v) If L1 is from a Micro / Small enterprise, the 25% earmarking provision is not applicable and 100% order will be placed on L1 vendor.
- vi) If there is no response from MSE vendors, the above split up of **18 (i) & 18 (iv)** will not be applicable and the total tender quantity will be ordered on L1 vendor.
- vii)
  - A) 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 in acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per **Annexure I** where deemed validity of EM II certificate of five years have 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 bids at par with other bidders. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the 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. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.
  - B) In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.
  - C) All supplier (new/old ) will be eligible for registration/renewal with BHEL as MSE supplier and provided at least any one of the following documents are submitted along with tender documents
    - a. Valid NSIC Certificate (or)
    - b. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) (or)
    - c. EM II certificate along with attest copy of CA certificate (as per prescribed format at **Annexure-I**) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over. However credential of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause (i) at the time of tender evaluation.
    - d. **Udyog Aadhar memorandum with Attested copy of latest audited CA certificate (relevant financial year as per prescribed format at Annexure-I).**

viii) **Payment for MSE Indigenous vendors will be as per MSME Act,2006.**

- 19 Any new supplier will be eligible for registration with BHEL as MSE supplier if they provide **Udyog Aadhar Memorandum (UAM)** (Details as per Annexure-II) along with **attested copy of CA certificate** (Details as per Annexure-I) applicable for the relevant financial year (latest audited), However credential of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause 13(i) at the time of tender evaluation.

**20. PACKING AND MARKING:** The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

**21.** A quantity tolerance of +10% / -10% on the ordered quantity shall be applicable.

**22.** The correspondences between the bidder and BHEL through email are considered as valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

**23.** Disclaimer Clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (abcprocure Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

**24.** Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalization of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.

**25.** In case of any quality rejection of materials, the supplier has to collect the materials at his own cost within 05 days of rejection of advice. Otherwise the materials will be scrapped.

**26.** Unloading at BHEL has to be done by the suppliers and BHEL will not be in a position to provide any handling / unloading facilities.

**27.** Bidders not confirming to the enquiry specifications will be disqualified.

**28.** If Guarantee / Warranty period is applicable as per tender specification, No deviation permitted and deviated offers are liable for rejection

**29. No revision of prices will be entertained after price bid is opened.**

**30.** The e-Tender Due date falling on public holiday due to any circumstances, the tender will be opened on next working day.

**31.** For verification of data submitted towards evaluation of bidder's capability, BHEL may decide to visit the bidder(s) works. Any fact found deviating from submitted data shall make the bidder liable to be disqualified.

**32.** Any other conditions which might have been quoted by the seller and are in contravention to the terms and prescribed in the enquiry and which have not been specifically accepted by purchaser will not be applicable to the contract.

**33.** Lowest price received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves the right not to consider the same. The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.

**34. ARBITRATION:** All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and supplier as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirapalli as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of Contract.

**ANNEXURE –B****COMMERCIAL TERMS**

S. NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION / DEVIATION (STRIKEOUT WHICHEVER IS NOT APPLICABLE)
1	PRICE VALIDITY	15 DAYS FROM THE DATE OF BID OPENING or THE END DATE OF FORTNIGHT PERIOD whichever is earlier.	NON DEVIATABLE
2	PRICE QUOTED	FOR DESTINATION / BHEL SSTP STORES / TRICHY	NON DEVIATABLE
3	GST DETAILS	CGST	_____ %
		SGST	_____ %
		IGST	_____ %
4	DELIVERY TERMS	Door Delivery basis to BHEL/SSTP/Stores as & when required.	NON DEVIATABLE
5	DELIVERY SCHEDULE	<b>Staggered delivery from the date of PO - As &amp; When required basis.</b> SKO to be delivered within 48 Hrs from receipt of intimation from BHEL SSTP/TRICHY.	NON DEVIATABLE
6	PAYMENT TERMS	i) 100% direct EFT Payment after <b>45 days</b> from the date of receipt and acceptance of materials at BHEL SSTP Stores. ii) <b>Any deviation in the payment terms, any other conditions in payment terms or any other payment terms</b> viz advance payment or credit payment of less than 10 days from the date of Invoice will summarily be rejected. iii) <b>Appropriate loading shall be applied taking 45 days credit as the reference.</b> iv) <b>Loading Factor:-</b> Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) +6%' will be considered for the loading for the period of relaxation sought by the bidder.	NON DEVIATABLE
7	PRICE METHOD	Tender will be floated every fortnight for submission of prices in single part bid. L1 vendor will be finalized and 100% ordering will be done for allotted fortnight quantity.	NON DEVIATABLE
8	LD CLAUSE	0.5% PER WEEK TO MAXIMUM OF 10% (Please read S.No:15 of "Annexure – A")	NON DEVIATABLE
9	RISK PURCHASE CLAUSE	(For details please read S.No:16 of "Annexure – A")	NON DEVIATABLE
10	SPLITTING OF ORDER:	100% Quantity will be ordered on L1 vendor subject to provisions in the Clause as per the MSME ACT 2006 ( <b>Please Refer point No: 18 of this Annexure for details</b> ).	NON DEVIATABLE
11	CONTACT PERSON DETAILS	NAME:  MOBILE NO:  EMAIL :	To be filled mandatorily
12	Bidders have to confirm that, whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL. (With reference to S.No.24 of Annexure – A).		YES / NO

**Note: Please strike out whichever is not applicable****IMPORTANT NOTE:****Item wise confirmation of this format is essential to consider your offer.**

Seal and Signature of BHEL

Seal and Signature of Supplier

<p style="text-align: right;"><b><u>ANNEXURE-C</u></b></p> <p style="text-align: center;"><b>DOCUMENTS TO BE SUBMITTED ALONG WITH SUPPLIES</b></p>			
		<b>Material: FURNACE GRADE FUEL (SUPER KEROSENE OIL)</b>	
<b>Sl.No</b>		<b>Documents Details</b>	<b>Vendor to confirm</b>
<b>01</b>		Supplier should confirm to send the price revision details without a written request from BHEL every fortnight for issue of suitable amendment in the Purchase Order.	
<b>02</b>		<b><i>Materials are to be despatched along with the following documents with proper signature and seal while invoicing which is required for forwarding to Finance</i></b>	
	<b>i)</b>	<b><i>Invoice -----ORIGINAL FOR RECIPIENT</i></b>	
	<b>ii)</b>	<b><i>Invoice -----DUPLICATE FOR TRANSPORTER</i></b>	
	<b>iii)</b>	<b><i>Invoice ----- ONE EXTRA COPY</i></b>	
	<b>iv)</b>	<b><i>Test certificate for every supply is to be sent along with the SKO Tanker vehicle without fail.</i></b>	
<b>03</b>		At the time of Receipt of SKO at BHEL(SSTP) Stores, measurement will be taken by Dip Method by our Stores staff. In case of any discrepancy/shortages noticed from the Invoice Quantity, the same to be duly signed in the respective Invoice as an acknowledgement by the driver of the SKO consignment vehicle concerned.	
<b>04</b>		Vendor should confirm to submit <i>CREDIT/DEBIT NOTE</i> for the differential values of invoice due to shortage or due to price revision. Payment will be processed only after receipt of credit note/debit note in Original.	
<b>05</b>		For booking shortage if any, conversion formula for quantity is to be clearly mentioned.(i.e dip measurement noted in mm to be converted into Litres) against each compartment of the SKO Tanker vehicle.	

**ANNEXURE-D****Pre-Qualification Criteria for SUPER KEROSENE OIL****The following points are to be confirmed by the supplier,**

Sl. No.	PARTICULARS	Vendor's confirmation.
1	Vendor Should <b><u>enclose copies of Recent Purchase Order</u></b> for the SKO supplies made. (Minimum 2 PO Copies are to be attached as an experience and the date of Purchase Order shall be on or after 01.01.2016)	Attached / Not Attached
2	Documentary proof for valid ISO:9001 certificate or Quality Management system certificate is to be attached.	Attached / Not Attached
3	Vendor should have the capacity to supply 40 KL / Day and at times of Peak Load to supply around 80 KL / Day.	Confirmed/ Not Confirmed
4	SKO supply to be effected preferably within 48 Hrs from the time of intimation by e-mail from BHEL.	Confirmed/ Not Confirmed
5	Manufacturers only will be considered for evaluation.	Confirmed/ Not Confirmed
6	Dip measurement reading taken at the loading point is to be recorded in the Invoice which will be taken as reference during unloading at our SSTP,BHEL Stores.	Confirmed/ Not Confirmed
7	Vendor should submit Audited copies annual reports, Balance sheets and Profit & Loss statement for last three years (or from date of incorporation whichever is less)	Attached / Not Attached
8	Vendor should confirm SKO supply as per the enquiry specification mentioned in the material description Parameters (Point no. 1 to 12)— <b>ANNEXURE--E</b>	Confirmed/ Not Confirmed

Seal and Signature of Supplier

Seal and Signature of BHEL

Seal and Signature of Supplier

**Technical Parameters**

MATERIAL:- SUPER KEROSENE OIL PARAMETERS:-

1. Density @ 15 Deg. C : 0.785 - 0.825
2. Flash point : 35 Deg. C Min.
3. Viscosity, Cst@ 38Deg.C : 1.0 -1.4
4. Composition : C7 to C17.
5. Aromatic content : 18%.
6. Sediment :Not Available.
7. Gross calorific value, est. max. : 11000 Kcals/Kg.
8. Cetane Number : 38 (approx.)
9. Pour point : Less than 0 Deg. C
10. Water Content : 500 ppm Max.
11. Total Sulphur : 0.25% max. 0.12% Typical.
12. NET WEIGHT READING MUST BE REQUIRED.

SUPER KEROSENE OIL.

NOTE:

1. Net Weight of SKO loaded at vendor point to be enclosed by means of weighment slip or calculated weight of SKO at loading point is to be printed in delivery challan/ invoice.

2.Loading temp. and Density should be system printed in delivery challan/Invoice or stamped one.

3.Test certificate of SKO for each tanker with reference to Purchase order specification shall be provided to the end user in original.

**DELIVERY TEXT:** Delivery shall be in a staggered manner based on requirement from the user and shall be deliverable within 48 Hrs from the receipt of E-mail or sms from our side.

## **ANNEXURE-I**

### **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 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

Seal and Signature of Supplier



## **ANNEXURE-II**

### **Online registration of Udyog Aadhar and providing benefit of Public Procurement Policy for MSE vendors**

For ease of registration of Micro, Small and Medium Enterprises (MSMEs), Ministry of MSME has started Udyog Aadhar Memorandum which is an online registration system (free of cost) w.e.f. 18<sup>th</sup> September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.

As per the Gazette notification dated 21.09.2015 of notification no. S.O. 2576(E) dated 18.09.2015 issued by Ministry of MSME regarding filing of Udyog Aadhaar by Micro, Small and Medium Enterprises. As per the notification, it is compulsory to register any new MSME on the Udyog Aadhaar portal.

Udyog Aadhaar portal is now operationalized and is available at <http://udyogaadhaar.gov.in/> where MSME can file the Udyog Aadhaar. FAQ link of the same is available at <http://udyogaadhaar.gov.in/UA/FAQ.aspx>.

*“.....After the notification dated 18-09-2015, filing of EM-I/II by States/UTs should be discouraged and instead all efforts be made to popularize the filing of UAM on the portal created by Ministry of MSME i.e. <http://udyogaadhaar.gov.in...>”*

*“...It is clarified that once the UAM has been notified dated 18-09-15, there cannot be a different cut-off date announced for adopting UAM. However, in order to maintain continuity, the cases of EM-I/II filing under process till 18-09-2015 may be accepted....”*

*“....All other online/ offline systems of registration of MSMEs created and maintained by Central/State/UT Governments should cease to register new MSMEs forthwith. Such online platforms may be allowed to exist for the time being to enable access to useful legacy data for decision making. Henceforth, there should be only one system i.e. UAM for the registration of new MSME units.....”*

Hence, vide above gazette notification the registration of MSMEs is permitted based on the Udyog Aadhaar since filing of EM II may cease to exist for registering MSMEs in the near future.

This is for your kind information and needful please.

**Seal and Signature of Supplier**