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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division

PB 2606 , Mysore Road Bangalore , 560026 INDIA

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CE: PR: 003- Rev 02

SPECIAL COMMERCIAL CONDITIONS OF CONTRACT

Reference is brought to BHEL's Instructions to Bidders (Document Ref: CE: PR: 001- Rev 03) and General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 02).

These two documents along with Special Conditions of Contract annexed to this RFQ will form an integral part of the contract as and when the RFQ culminates into a Purchase Order / Contract.

RFQ No. : PVR0000274
RFQ Date : 09-12-2023
RFQ Due Date : 26-12-2023
Customer/Project : NTPC/PATRATU (3x800 MW), MAHAGENCO/CHANDRAPUR R&M
Scope Description : TEMPERATURE TRANSMITTERS (SINGLE INPUT DIN Rail type)

Kindly submit your quotation as **single/two/three part bid** (Pre-Qualification Criteria and Techno-Commercial bid - 1st part & Price bid - 2nd part) in E-Procurement System portal: <https://eprocarebhel.co.in> within the Due- Date of 26-12-2023 before **13.00** hours IST and note that tenders will be opened on the same day at **15.30** hours IST.

Purchase Executives: Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below:

Kindly indicate the approximate weight of the total imported consignment, which is required for calculating air freight charges: _____

Under-mentioned details shall be provided against indigenous supplies & services:

- a. GSTIN of place of supply : _____
- b. HSN (Harmonized System of Nomenclature) code : _____
Applicable tax and Rate : _____ & _____
- c. GSTIN of place of supply of service : _____
- d. SAC (Service Accounting Code) : _____
Applicable tax and Rate : _____ & _____
- e. GeM Seller ID is mandatorily required for PO placement: _____
- f. If bidder is MSE vendor, are supporting documents enclosed: Yes /No
(If MSE, supporting documents viz., Udyam certificate to be enclosed)

I. Bidders to mandatorily provide confirmation/compliance for the under-mentioned terms:

SL NO	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	REMARKS,if any
01	Reverse Auction (RA) <i>(strike off, if not applicable)</i>	BHEL shall be resorting to Reverse Auction (Guidelines as available on http://www.bhel.com/index.php/vender) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	AGREE	
02	Parting of			

		If there are no imported raw materials/ components, same shall be confirmed in the offer.		
03	Delivery Period	Within 12 weeks from the date of issue of Manufacturing clearance along with approved document. Delay in contractual delivery will attract Penalty as per GCC Clause no.:04 b. Delivery period mentioned is only indicative. Please enter your best lead-time in BIDDER'S CONFIRMATION column. However, it may be noted that the delivery period mentioned in the RFQ shall be met by vendors. In case, the delivery period mentioned in the tender is not met; BHEL reserves the right to reject such offers. Tentative Delivery Schedule: Patratu project: Units-1 & 2: Jan 2024 Unit-3: Jun 2024 Mandatory Spares: Dec 2024 Chandrapur project: Units-5 & 6: Jan 2024 Mandatory Spares: May 2024	AGREE weeks	
04	Terms of Payment at the time of material supply <u>Note:</u> MSME vendors may opt to get payment through Trade Receivables Discounting System (TReDS)	Refer Clause "F" of Instructions to Bidder for BHEL standard Payment terms and loading factors applicable for non-compliance against payment terms: Indigenous Scope : a) Supply with Service(s) b) Supply only Imported Scope : c) Supply with Service(s) d) Supply only High-Sea sales : e) Supply with Service(s) f) Supply only Spares : b) and/or d)/f) depending upon the scope	AGREE	
05	Declaration of local content, as the case may be.			

	of GFR, 2017 amendment dt 23.07.2020 & 24.02.2023 issued by Ministry of Finance, Govt. of India.	authorised signatory, for ascertaining the eligibility of offer in the tender. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our firm is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that our firm fulfils all requirements in this regard and is eligible to be considered." (Refer Clause 'A' Sl. No. 13 of Instructions to Bidders). <u>Note:</u> Wherever applicable, evidence of valid registration by the Competent Authority shall be attached. <u>Additional declaration by Bidder in the cases of specified Transfer of Technology (ToT):</u> "I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that our firm does not have any ToT arrangement requiring registration with the Competent Authority." OR "I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that our firm has valid registration to participate in this procurement."		
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II. Bidder to note that Deviations shall not be permitted for the below mentioned terms and are deemed to be complied. In case of non-compliance/deviation, offer shall be liable for rejection:

- (1) **Submission of documents post PO viz., drawings /data sheet etc. as indicated in Cl: 04 of GCC:** Within **01** week from the date of receipt of Purchase Order. Delay in submission of complete set of specified documents in NIT, will attract Penalty as per GCC Clause no.:04.a.
In

- (4) **Performance Bank Guarantee (PBG):** PBG will be applicable for a period of ~~36~~ months from the date of dispatch of goods + claim period of 03 months, for a value equal to 10% of the basic value of purchase order. It shall however be noted that PBG is not applicable against supply of Mandatory Spares.

~~Refer Clause "H" of Instructions to Bidders. Also note that PBG should be in the format specified in Annexure VII of ITB and no deviation to this format will be allowed.~~

~~Note: In case PBG is not furnished, the 10% basic amount will be withheld from the supply invoice. This withheld amount will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.~~

- (5) **Despatch Documents:** Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to Purchase Executive/BHEL directly. Depending upon the project/customer demands, Despatch documents may include one (or) more documents from the following:

Invoice (01 original and 01 copy with original sign & seal / digitally signed invoice), Lorry Receipt (L/R), Packing List, NIL Short-Shipment Certificate, insurance intimation letter, E-way bill, ~~original Performance Bank Guarantee (directly from issuing bank to BHEL), Country of Origin certificate~~ and original POD (Proof of Delivery) on L/R.

The precise list of despatch documents needed for the project will be specified in the Purchase Order.

One set of Invoice, Packing List, E-way bill (Part-A & B), Lorry Receipt ~~(or) AWB/BOL~~ shall be e-mailed immediately to B

dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.

If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product.

If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% of total value.

- 2) Preference to Make in India products: Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products.

The 'Class-I local supplier'/'Class-II local supplier' shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local

{'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under Public procurement order no. P-45021/2/2017-PP (BE-II) dt: 16.09.2020.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under Public procurement order no. P-

Refer Sl. no. 'h' under Clause 'F' of Instructions to Bidders for Payment terms of Erection Supervision & Commissioning charges.

(10) ~~Comprehensive Annual Maintenance Contract: (strike off, if not applicable)~~

~~CAMC will be applicable for a period of ___ years from the date of expiry of warranty period (or) from the date of completion of commissioning of equipment, whichever is later.~~

~~In case the quoted total CAMC value is less than ___% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price and apportioning towards CAMC charges. It shall also be noted that year-wise quote/ charges for CAMC should be either uniform (or) in increasing trend.~~

Refer Sl. no. 'i' under Clause 'F' of Instructions to Bidders for Payment terms of CAMC

(11) **Integrity Pact:** *(strike off, if not applicable)*

Execution of Integrity Pact is applicable for this tender (Refer clause "K" of Instructions to Bidders). The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those Bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(12) Prospective bidders, participating for this tender have to submit attached "**Sub vendor questionnaire**" form duly filled and signed with necessary documents to take up with M/s. NTPC for vendor approval. Offer acceptance of such bidders is subject to final approval from

1. Vendors should submit the original LR to BHEL within a week after dispatch without fail. Delay in this regard will not be acceptable.
2. Detailed packing list should be submitted to BHEL after dispatch without fail. Net weight and Gross weight should be mentioned in dispatch documents.

(15) The bidder declares that they will not enter into any illegal or undisclosed agreement of understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(16) It is the obligation on the part of supplier to discharge his liability by payment of GST to Government of India in cash (or) utilization of input Tax credit in respect of such supply or services through GST invoice under this contract, so that BHEL will avail input tax credit on such supply. In the event that the input tax credit of the GST charged by the supplier is denied by the tax authorities to BHEL due to reasons attributable to supplier, BHEL shall be entitled to recover such amount from the supplier by way of adjustment from the next invoice. In addition to the amount of GST, BHEL shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on BHEL.

If BHEL is not able to avail the credit of CGST & SGST/IGST, partially or entirely because the supplier issued a defective invoice or failed to produce the requisite documents, then the supplier shall immediately indemnify BHEL for such loss of tax credit which would be otherwise available to BHEL. BHEL, in such case, may, at its sole discretion, decide to recover such loss by way of deduction from payment due to the supplier.

The classification of goods as per GST should be correctly done by the supplier to ensure that ITC benefit is not lost to the BHEL on account of any error on the part of the supplier.

Any statutory increase in taxes and duties (i.e. GST) or introduction of new taxes and duties within the Contractual Delivery Period shall be to BHEL's account and shall be reimbursed against documentary evidence.

Any variation in CGST & SGST / IGST at the time of supplies for any reason other than statutory, including variations due to turnover, shall be borne by supplier.

In case GST or any taxes

ii. Since BHEL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

b) Higher rate of TDS for non-filers of ITR as per Section 206AB of Income Tax Act, 1961, in case of any vendor who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to Rs. 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

(i) Twice the rate mentioned in relevant TDS section.

(ii) Twice the rate or rates in force

(iii) 5%.

5. Incomplete documentation will not be accepted. Delayed submission of invoice / documents may result in corresponding delay in payment. In this connection, request to also refer clause: G about invoicing & payment formalities under GST regime.

Applicable documents shall be submitted to the purchaser at the time of execution of supplies/services for availing GST input credits.

6. Bank charges of Seller's bank shall be to Seller's account and bank charges of Owner's bank other than Bill collection charges shall be to Owner's account. Bill Collection charges will be borne by Seller.

F. STANDARD PAYMENT TERMS OF BHEL-EDN:

<u>PURCHASE ORDERS FOR:</u>
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Certificate by Chartered Accountant on letterhead

This is to certify that M/s _____
(hereinafter referred to as 'enterprise') having P A N Number _____ and
UDYAM Registration Number _____, registered office at _____
_____ is falling under the category
_____ (Micro / Small / Medium) under MSMED Act 2006. (Copy of UDYAM Registration
Certificate to be enclosed).

The said classification of _____ (Micro / Small / Medium) is arrived at based on the
Notifications / guidelines / clarifications issued under Micro, Small and Medium Enterprises
Development Act, 2006 including the notification S.O.2119 (E) dated 26th June 2020.

The Investment of the enterprise in Plant and Machinery or Equipment as at 31st March
2020 as per Clause 4 of the Notification is _____ (Rupees in Lakhs).

The turnover of the Enterprise for the period ending 31st March 2020 as per Clause 5
of the Notification is _____ (Rupees in Lakhs).

Date:

(Signature) Name-
Membership number-

Seal of Chartered Accountant with UDIN reference

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	<u>2021-22</u>
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	

I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of..... (name of country or specified territory outside India)

Signature:.....

Name:.....

Address:.....

Email ID:.....

Contact Number.....

Permanent Account Number:.....

Verification

I..... do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated. Verified today the..... day of.....

Signature of the person providing the information

Place:.....

(On Company Letter Head)

No Business Connection or Permanent Establishment Certificate

Date

To

Bharat Heavy Electricals Limited
Electronics Division, PB NO. 2606,
Mysore Road, Bangalore
India - 560026

Sir,

Sub: No Business Connection or Permanent Establishment declaration for FY **2021-22**

This is to certify that (Name of the supplier) is a company incorporated in(country) and does not have any business connection in India as per the provision of Section 9 of the Income Tax Act 1961 or any Permanent Establishment as defined in Article 5 of the India and(country) DTAA.

We hereby certify that we will notify BHEL in case of any change in the status as certified above.

For

Authorised Signatory

