

Domain :	bhel.abcpurchase.com		
Parent department:	BHEL Trichy		
Unit name	: BHEL Trichy		
Purchase group	: FB Consumable-PRDN	RFQ/NIT/Enquiry Officer	: KILLIVALAVANR
Event ID	: 42815	RFQ/NIT/Enquiry no.	: 1902000031
Enquiry Date	: 21/04/2020 05:30:00		
Tender Description	: DISSOLVED ACETYLENE (DA) GAS CONFORMING IS-308/1988 3rd OR EQUIVALENT TO LATEST REVISION IN SUPPLIER'S OWN CYLINDERS ALONG WITH PDS,MSDS AND TC BY CONFIRMING TO "IS" SPECIFICATIONS FOR EACH CYLINDER/LOT SUPPLY.		
Terms & Conditions	: As per Annexures attached		
Product / service / work keywords	: Dissolved Acetylene Gas,		
No. of Bid Parts	: Multiple	Envelope	: Techno-commercial bid , Price bid
Type of contract	: Goods	Project duration / delivery or completion period	: 15 MONTHS FROM THE DATE OF PURCHASE ORDER
Download document	: Before login	RFQ floated under the policy	: PP-PURCHASE POLICY
Estimated Category	: L	No. of items already attached	: 1
Delivery/Location At	: BHEL TRICHY STORES	Delivery Date	: 30/09/2021 05:30:00
Inspection by Agency	: BY BHEL AT TRICHY STORES	Inspection Location	: BHEL TRICHY STORES
Min. bid required	: 3		
Bid submission configuration			
Bid evaluation	: Item wise	Bidding access	: Open Tender
Base currency	: INR	Bidding type	: NCB/Indigenous
Key configuration			
Pre-bid meeting	: Don't allow		
Dates configuration			
Document downloading start date	: 23/04/2020 18:00:00	Document downloading end date	: 05/05/2020 14:00:00

Bid submission start date : 23/04/2020 18:00:00 Bid submission end date : 05/05/2020 14:00:00

Bid opening date : 05/05/2020 14:30:00

Document / EMD / Security fee detail

Document fees : Not required EMD : Not required

Bidding forms

PRICE BID

PRICEBID TEMPLATE

Note:

Unit rate quoted should be exclusive of GST

MATERIAL CODE	ITEM NAME	QUANTITY	UNIT OF MEASUREMENT
000000130030210000	D.A.GAS CONFORMING IS-308/1988 3rd REVI	66871.00	M3

Information for Online Participation

Bidder who wish to participate in this tender needs to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies, or they may contact e-Procurement Technologies Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd.

Corporate Office:

Address : A-201/208, Wall Street - 2, Opp. Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad - 380006, Gujarat(INDIA)

Digital Certificate Contacts

Contact Person : Mr. Himalay Vaishnav

Cell : +91-9099090830

Phone Nos. : +91-9099090830

Fax No :

e-Mail : info@abcProcure.com

Support Team Contacts

Contact Person : BHEL Support Team Ahmedabad

Cell : +91-9265562819

Phone Nos. : +91-79-68136872/823/850/871

Fax No :

e-Mail : Bhel.Support@abcProcure.com

Bidder who wish to participate in e-Tender need to fill data in predefined forms of Price bid available in respective tender only. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. Bidder need to submit Document Fees, EMD & Reference Documents in hard copy if such instruction are given by tendering authority. As Per the

new Inter-operability guidelines released by Controller of Certifying Authorities(CCA), the Secured Socket Layer(SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2.

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop.In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.abcpocure.com just below the label of "Knowledge section".

Fraud Prevention

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.

Preference to Make in India

For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

**Annexure A****I) INSTRUCTIONS REGARDING BID SUBMISSION IN EPS PORTAL**

Interested bidders / Vendors shall submit their offer through e-Procurement mode at <https://bhel.abcpurchase.com>. Offers in any other mode will not be accepted. For Enterprise Procurement System (EPS) Bidders/Vendors 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, follow the link "Bidder manual for BHEL Bidders" in <https://bhel.abcpurchase.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 / TRICHY STORES-WARD 13) 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 abcpurchase 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. Offers should have a validity of minimum 90 days from the date of technical bid opening.
2. The offer should be submitted in two parts (Part-I—Techno commercial Bid) and (Part-II—Price Bid) before the due date and time mentioned in EPS.
3. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us 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 within 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.
4. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders. If any difference is found in the terms in the Techno-commercial bid and price bid, the terms mentioned in the Techno-Commercial Bid will be considered.

- 5. Ranking:** In the event of more than one vendor becoming L1 for any of the item / items, revised bid will be invited for arriving L1. Even after getting revised offer, if more than one vendor becomes L1, lot system will be operated for arriving final L1.

IMPORTANT NOTE:

BHEL will consider the ranking after the loading is applied as referred in the terms and conditions wherever deviations are observed."

6. REVERSE ACTION (RA) :-

- i) BHEL reserves the right to go for Reverse Auction (RA) (**Guidelines as available at "supplier registration" tab 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.
- ii) 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).
- iii) 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.
- iv) If it is found that L1 bidder has quoted higher in online sealed 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).
- v) Only those bidders who have submitted the 'online sealed bid' within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process.
- vi) In cases of failure of RA, sealed envelope price bids (of item(s) for which RA has failed) of all the techno commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.

Note: Sealed envelope price bids means "price bid submitted in E-Procurement system (abc portal)".

7. Order sharing Ratio: (Please refer point No: 14 of this Annexure).

8. 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.

9. The rates are to be quoted on F.O.R. destination basis only (Inclusive of Packing, Forwarding, and Freight and Transit Insurance charges to vendor 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.

10. Payment Terms (Indigenous):-

- i) **"100% direct EFT Payment after 45 days from the date of receipt and acceptance of materials at BHEL Stores—WARD 13".**
- ii) **Any deviation in the payment terms, any other conditions in payment terms or any other payment terms will not be accepted.**

11. Liquidated Damages (LD) clause.

Staggered delivery schedule

In case of staggered delivery schedule, if the Vendor 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).

12. 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 our LD clause above."

- a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may purchase from the alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the supplier who failed to supply the items with the due date.
- b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the supplier.

The value under Risk purchase clause shall be calculated as follows:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

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 shall 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)**

Difference of Tendered/Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of PO/Contract', shall be taken as balance scope of Supply for calculating risk & cost amount. In case vendor fails to fulfil any of the PO / Contract obligations as per PO/Contract, PO/contract shall be cancelled and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.

13.Tender terms for GST in line with new GST Return System: (Effective from 01.10.2019)

For supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and supplier shall fully comply to the below points.

Indigenous suppliers:

- i) *Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.*
- ii) *Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.*
- iii) *All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).*
- iv) **Invoices** will be processed only upon completion of statutory requirement and further subject to following:
 - a. Vendor declaring such invoice in Form GST ANX-1
 - b. Receipt of Goods or Services and Tax invoice by BHEL
- v) *As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).*

- vi) In case of discrepancy in the data uploaded by the 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 or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- vii) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- viii) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- ix) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- x) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- xi) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

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

- i. 25% of the tendered quantity is earmarked for MSE vendors (**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 earmarked 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, atleast 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 order will be split in the ratio of 70:30 (between L1, L2 / L3 / L4 at matched L1 F.O.R rate in the order of commercial ranking). Counter offering of L1 rate will not be made with any H1 vendor of Non-MSE.
- vi) If there is no response from MSE vendors, the above split up of **14 (i) & 14 (iv)** will not be applicable and the total tender quantity will be split and ordered in the ratio of 70:30 (between L1, L2 / L3 / L4 at matched L1 F.O.R rate in the order of commercial ranking. Counter offering of L1 rate will not be made with any H1 vendor of Non-MSE.
- vii) In case of counter offering rate does not accepted by the L2 / L3 as well as L4 vendor, such counter offer quantity also will be ordered on L1 vendor.
- viii) MSE vendor having any one of the following documents should be submitted for considering MSE category (details as per clause indicated on "Provision for MSE Bidders")

- a) Valid MSE/NSIC certificate
- b) EM II certificate (valid based on deemed validity of 5 years)
- c) EM II certificate along with attest copy of CA certificate (ANNEXURE-I)
- d) Udyog Aadhar memorandum along with attest copy of CA certificate (ANNEXURE-I) 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 are 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.

ix) 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.

x) **Payment for MSE Indigenous suppliers will be as per MSMED Act,2006.**

15 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 14 (i) at the time of tender evaluation.

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

17. 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.

18. 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.

19. 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.

20. In case of any quality rejection of materials, the vendor has to collect the materials at his own cost within 10 days of rejection of advice. Otherwise the materials will be scrapped.

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

22. Bidders not confirming to the enquiry specifications will be disqualified.

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

24. No revision of prices will be entertained up to evaluation after technical bid of the tenders are opened.

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

26. 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.

27. 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.

28. 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.

29. ARBITRATION: All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Vendor 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 it's 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, Vendor shall continue to do the work as per terms & conditions of Contract.

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 forMicro / 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

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. 18th 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.

**COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIERS
TO BE SUBMITTED ALONG WITH PART – I (TECHNO COMMERCIAL BID)
ANNEXURE –B**

S. NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION / DEVIATION (STRIKEOUT WHICHEVER IS NOT APPLICABLE)
1	VALIDITY	90 DAYS FROM DATE OF TECHNICAL BID OPENING	NON DEVIATABLE
2	PRICE QUOTED	FOR-DESTINATION BHEL STORES / TRICHY	NON DEVIATABLE
3	GST DETAILS	CGST	INCLUSIVE / EXTRA _____ %
		SGST	INCLUSIVE / EXTRA _____ %
		IGST	INCLUSIVE / EXTRA _____ %
4	DELIVERY SCHEDULE	Staggered supply of gas as and when required by BHEL.	NON DEVIATABLE
5	PAYMENT TERMS	AFTER 45 Days FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIALS AT BHEL (For details please read S.No:10 of "Annexure – A")	ACCEPTED / NOT ACCEPTED
6	LD CLAUSE	0.5% PER WEEK TO MAXIMUM OF 10% (For details please read S.No:11 of "Annexure – A" Please Refer Point No:13 of Annexure-A for GST terms which is effective from 01.10.2019.	NON DEVIATABLE
7	RISK PURCHASE CLAUSE	(For details please read S.No:12 of "Annexure – A")	NON DEVIATABLE
8	PRICE VARIATION	NO PRICE REVISION SHALL BE ENTERTAINED TILL COMPLETION OF ORDERED QUANTITY INCLUDING EXTENSION / VARIATION IF ANY.	NON DEVIATABLE
9	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :	To be filled compulsorily
10	CONFIRMATION OF SPECIFICATION: i) DISSOLVED ACETYLENE (DA) GAS CONFORMING IS-308/1988 3rd OR EQUIVALENT TO LATEST REVISION IN SUPPLIER'S OWN CYLINDER ALONG WITH PDS, MSDS AND TC BY CONFIRMING TO "IS" SPECIFICATIONS FOR EACH CYLINDER/LOT SUPPLY. NOTE: VOLUME IS CALCULATED AT A REFERENCE TEMPERATURE OF 27 DEG. CELSIUS AT ATMOSPHERIC PRESSURE; QUANTITY WEIGHT TO VOLUME 1 KG = 0.9393 CUMR		CONFIRM / NOT CONFIRM
11	a. <i>The gas shall be compressed and supplied in cylinders. The design of cylinders, pressure of gas in cylinders, packing, marking, painting, labeling and transport of cylinders shall be in according with the gas cylinders rules,1940 , with such modifications as may be ordered from time to time by Chief Inspector of Explosives, of Government of India or other duly constituted authority.</i>		CONFIRM / NOT CONFIRM
	b. <i>Supplier should ensure that supply shall be arranged along with Material Safety Data Sheet (MSDS) with first lot of supply and Test Certificate with each lot of supply by confirming to its specifications (offers received without the above confirmation will be liable for rejection)</i>		CONFIRM / NOT CONFIRM
12	<i>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.19 of Annexure – A).</i>		YES / NO

Note: Please strike out whichever is not applicable

SIGN AND SEAL OF THE AUTHORIZED
PERSON TO SIGN THE TENDER DOCUMENT

PQC-ANNEXURE

ENQ.NO:

		Material: <i>Dissolved Acetylene Gas conforming IS-308/1988 3rd Revision</i>		
Sl.No		PRE QUALIFICATION CRITERIA —Points	Vendor to confirm	Vendor's Reply
01		Supplier should enclose a copy of license for filling (Form-E) compressed gas issued by Chief controller of Explosives (CCOE) as per gas cylinder rules .	Enclosed / Not Enclosed	
02		Supplier should enclose a copy of license for storage (Form-F) of compressed gas issued by Chief controller of Explosives (CCOE) as per gas cylinder rules .	Enclosed / Not Enclosed	
03	i)	If offer is quoted by Manufacturer or Agents or Traders --Please mention the details	Manufacturer / Agents / Trader	
	ii)	If offer is quoted by Agents or Traders (other than Manufacturer) Letter of Authorisation to be enclosed	Enclosed / Not Enclosed	
04	i)	If offer is quoted by Agents or Traders (other than Manufacturer), a copy of license of Principal supplier for filling (Form-E) and for storage (Form-F) of compressed gas issued by Chief controller of Explosives (CCOE) as per gas cylinder rules.	Enclosed / Not Enclosed	
	ii)	If offer is quoted by Agents or Traders (other than Manufacturer), a copy of license of supplier for storage (Form-F) of compressed gas issued by Chief controller of Explosives (CCOE) as per gas cylinder rules.	Enclosed / Not Enclosed	
05		No.of Holding cylinders at BHEL Premises at any point of time is to be maintained in the range of 300 to 500 Cylinders	YES / NO	
06		Bidder shall be able to supply tentative weekly requirement of 150 to 250 Cylinders	YES / NO	
07		Rental Free Period for Cylinders is 120 Days (Mandatory)	YES / NO	
08		<i>Delivery schedule and Gas Quantity – Staggered supply of gas as and when required by BHEL</i>	YES / NO	

NOTE:

Offers meeting the above prequalification criteria points only (01 to 08) will be evaluated further. Otherwise the offers will summarily be rejected.

**BHARAT HEAVEY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 620 014**

ANNEXURE - N (To be submitted by New Vendor only)

Sl No		Document Submission	
	Nature of ownership & relevant documents		
1	<u>Proprietorship</u> Professional Tax Regn Municipal Regn	YES / NO YES / NO	
	<u>Partnership firm</u> Partnership Deed	YES / NO	
	<u>Co-operative society</u> Society rules & bye laws	YES / NO	
	<u>Private/Limited Company</u> Memorandum & Articles of Association	YES / NO	
	<u>State Govt. / Govt. Of India Undertaking</u> Memorandum & Articles of Association	YES / NO	
	2	Nature of Business (Manufacturing Unit) (Indian Subsidiary - attach authorization certificate of principal)	YES / NO
	3	Manufacturing range & facilities: (If applicable) • List down the product range & specification details. • List of Manufacturing facilities/equipment's (including material handling facility)	YES / NO
4	Licence details of the factory	YES / NO	
5	• Permanent Account No • GST No • Regn number of category as per MSMED Act (If applicable)	YES / NO YES / NO YES / NO	
6	If registered with any other BHEL unit • Letter of registration with BHEL unit (If applicable)	YES / NO	
7	Accreditation certificate for ISO:9001 / TOC of Quality System manual / ISO:14000 / OHSAS ISO 18000 (If applicable)	YES / NO	
SIGN AND SEAL OF AUTHORIZED PERSON			

BHARAT HEAVEY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 620 014

MSE DETAILS –To be submitted by all MSE Vendors

SI No		Please mention the following details	Document Submsission (Strikeout whichever is not applicable)
1		APPLICABLE MSE DOCUMENT (Any one to be attached)	
	i	Valid MSE / NSIC Certificate	Enclosed / Not Enclosed
	ii	EM II-- Certificate (valid based on deemed validity of 5 years)	Enclosed / Not Enclosed
	iii	EM II-- Certificate along with attested copy of Latest CA certificate (ANNEXURE-I)	Enclosed / Not Enclosed
	iv	UDYOG AADHAAR MEMORANDAM along with attested copy of Latest CA certificate (ANNEXURE-I)	Enclosed / Not Enclosed
		If UAM submitted, please mention the category---Manufacturer / Trader	Manufacturer / Trader
		Please Specify---Micro/Small/Medium-----▶	To be filled---
		Please Specify the category by rounding-----▶	A , B , C , D , E , F
If graduated from Small to Medium, please mention the date of graduation in format DD / MM / YYYY		Date :-	
2	i	Details of MSE's owned by SC/ST --To be mentioned ☐	YES / NO (Please Tick)
	ii	If Yes, Documentary proof to be attached	Enclosed / Not Enclosed
3	i	If women owned MSE (To be mentioned) (Documentary proof to be attached)	YES / NO (Please Tick)
	ii	If Yes, Documentary proof to be attached	Enclosed / Not Enclosed
SIGN AND SEAL OF AUTHORIZED PERSON			