



Bharat Heavy Electricals Limited

Site Office, 5X800 MW YADADRI TPS, BHEL PSSR
DHAMARACHARLA(M), NALGONDA (Dist), TELANGANA -508355

SUB –NIT for Supply and Installation of 22 No 3 star Inverter AC with Stabiliser at BHEL Yadadri Site.

Ref no ENQUIRY NO. YTPS:PUR:202203:56

Dated: 01.03.2022

NOTICE INVITING TENDER

BHEL PSSR YADADRI SITE invites tenders in two-bid system (Technical bid & price bid - **thro' email**) for procurement of Supply and Installation of 22 No 3 star Inverter AC with Stabiliser at BHEL Yadadri Site.

The Vendor will submit bids in two parts (First part- Techno-commercial & second part- Price Bid). These should be sent to following e-mails IDs **on or before the due date &time i.e. 08.03.2022, 01:00PM**

- (1) Tender.yadadri@bhel.in
- (2) vineelp@bhel.in
- (3) dsandeep@bhel.in
- (4) manojkr@bhel.in

Price bid must be sent in pass word protected mode in PDF. **The password shall be asked at the time of opening of price bid.**

Tenders (Part-1) will be opened at 14:30 hrs on the due date.

The date & time to open the PRICE BID, shall be intimated to all the successful techno-commercially qualified bidders.

Name of Item: Supply and Installation of 22 No 3 star Inverter AC with Stabiliser at BHEL Yadadri Site.

Tender Enquiry No:	Tender Enquiry Date	Due Date and Time for Submission of Bid:	Due Date and Time for Opening of Bid:
YTPS:PUR:202203-56	01.03.2022	Date: 08.03.2022 Time: Up to 13:00 hrs	Date :08.03.2022 Time : at 14:30 hrs

Tenders are invited in **2 Part bids system thro' e-mail** for Supply and Installation of 22 No 3 star Inverter AC with Stabiliser at BHEL Yadadri Site as per Technical specification/TCC/PRICE FORMAT. (at Annexure I)

Bidders to note specifically that all pages of tender document, including these NIT pages shall be sent by them as a part of their offer after signing/stamping on each page.

Bidder to also send GST registration No. and copy of PAN card along with the bid.


P VINEEL
Dy. Manager SCT & PUR



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Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, it shall be mentioned in the relevant price format only.

In case of any clarification, bidder may contact to us before due date of opening (by 12:00PM).

Techno-commercial bid (part-1) and Price-bid (part-2) shall be put in separate PDF files .

Techno- commercial bid” and “Price-bid” should be clearly written on the respective PDF for easy identification

The bid can be marked (in pdf file) to the following address:

To,

AGM -SCT & Purchase
5X800 MW Yadadri TPP Site
Veerlapalem Village, Damercherla Mandal
Distt Nalgonda, Telangana – 508207
Ph: 9873862877, 7982615176

General Instruction for bidder:

1. Offer must be submitted strictly in line with Technical specification.
2. Incomplete offer shall not be acceptable.
3. Duly filled & signed with seal on all documents to be submitted along with offer.
4. BHEL Site office, Yadadri TPP, Damercherla, Nalgonda district reserve the right to get the services from more than one vendor.
5. Please quote price in figures & words both. In case the prices quoted in words and figures are different, the value indicated in words will be considered for evaluation and establishing L1 status **on TOTAL QUOTED PRICE**. Offers with deviations from terms and conditions of the tender may not be considered. **Bidders shall also furnish ‘No Deviation Certificate’, ‘Non Disclosure Certificate’ & ‘Declaration Certificate, Annexure 3 and Annexure 4’ (Format attached).**
6. BHEL reserves the right to accept or reject any of the bid/all bids with or without deviation, or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
7. In case you are not quoting, please send your regret letter positively for our reference.
8. Tender received after the specified time of their “SUBMISSION” will be treated as late tender and shall not be considered under any circumstances.

A handwritten signature in black ink, appearing to be 'P. Vineel'.

P VINEEL
Dy.Manager SCT & PUR

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9. Supplier shall quote for all the items in the enclosed price bid format only.
10. The Vendor should have registration under GST Act and should submit the registration certificate along with Quotation.
11. Tenderers are requested to sign and put seal on all pages of tender documents and submit else their offer shall be liable for rejection.
12. Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are quoted, offer is liable for rejection and no correspondence will be entertained in this regard.
13. Lowest Bid (L-1) shall be decided/evaluated on the lowest **TOTAL quoted price**, submitted by the parties.
14. Incomplete price bids shall be rejected.

Technical Specification of Work: as per attached Specifications and PRICE FORMAT

Finalisation of contract: This tender will be finalized by reverse auction.

The price bids of all the technically qualified would be opened and the L1 party would be decided on basic cost.

- a) If L1 party rates are less than our estimate, PO/WO shall be awarded for acceptance.
- b) If L1 party rates are greater than our estimate, Negotiations may be conducted with L1 party and rates would be finalized and work shall be awarded.
- c) If more than one party hold L1 status, L1 shall be decided by soliciting discount from all parties holding L1 status. The L-1 party shall be finalized on the basis of higher discounts offered in their quoted price. If the two parties occupy L-1 status, even after soliciting discounts, the L-1 party shall be decided on the basis of toss/draw.

Price

Price quoted by the bidder shall be firm and not subject to any variation during the period of offer validity and execution of purchase order. The prices shall be exclusive of all taxes and duties.

Taxes and Duties should be shown separately.

BHEL reserves the right to increase or decrease the quantity to be ordered up to 30 percent of bid quantity at the time of placement of Order. The quoted rates shall remain firm irrespective of any variations in the individual quantities.

Prices for item shall be quoted by vendor in **price format only**.

Validity of quoted price: Price submitted by the bidders shall be valid for 03 (Three) months from the date of submission of quotation/offer for the finalization of the ordering process.

Price Variation Clause (PVC): Firm Price (PVC not applicable).



P. VINEEL
Dy. Manager SCT & PUR



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Delivery Terms: Suppliers shall quote the rates on F.O.R. Destination basis only.

Delivery Destination:

Ship to (Consignee) and Sold to (Buyer) Address	General Manager Bharat Heavy Electricals Limited 5x800 MW Yadadri TPS Project Site Power Sector-Southern Region Village - Veerlapalem, Mandal - Damarcherla, District - Nalgonda Telangana– 508 355 BHEL GSTN - 36AAACB4146P1ZG
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Delivery Schedule: Supply and Installation at destination site must be completed within 15 days from date of issuance of Purchase Order.

Transit Insurance: Transit insurance of materials belonging to BHEL shall be arranged by BHEL.

Payment Terms

- 90% payment excluding GST will be released within 30 days of satisfactory receipt of materials and acknowledgement (as per SRV/FARV/MRV) and balance 10% will be paid after successful installation and commissioning.
- GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- Bill shall be submitted to General Manager on successfully supply and installation of items.

Liquidated Damages/Penalty for delay in supply and installation:

- LD shall be 0.5% per week or part thereof the total value (excluding taxes) of undelivered portion of the material subject to a maximum of 10% of the total purchase order value (excluding taxes).
- BHEL reserve the right to cancel the Contract in case of delay in delivery by vendor and failure to comply with quality requirements.


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GUARANTEE & WARANTEE:

- A guarantee certificate for 18 months of trouble free operation from date of shipment or 12 months from the date of commissioning, whichever is earlier, shall be furnished.
- Warranty of 5 years on PCB, 5 years on the compressor and 1 years on the complete machine shall be furnished.

Goods and service Tax (GST) & Cess:

1. Taxes and other Duties:

1.1 Goods and service Tax (GST) & Cess

1.1.1 The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this

project/ work. If the Successful Bidder submits Invoice from a GST No. from outside the state where the project is being executed, then the Bidder shall furnish a declaration for the same in their Letter head, for the single supply of services/short term supply of services.

1.1.2 Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.

1.1.3 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill to' details will be as below:

BHEL GSTN - 36AAACB4146P1ZG

GENERAL MANAGER

BHARAT HEAVY ELECTRICALS LIMITED

ADDRESS - BHEL SITE OFFICE, YADADRI THERMAL POWER

STATION (5X800 MW), VEERLAPALEM VILLAGE

DAMERACHERLA MANDAL

NALGONDA DISTRICT - 508355

1.1.4 GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN


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portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.

1.1.5 In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

1.1.6 Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.

1.1.7 Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer -in- Charge.

1.1.8 TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.

1.1.9 E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.

1.1.10 BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.

1.1.11 Bidder Shall submit E-Invoice as per the GST Rules, if E-Invoicing has been enabled against their GSTIN No. Otherwise a Declaration may be submitted along with Invoice certifying that E-Invoicing is not enabled against their GSTIN No.

1.1.12 Bidder shall note that if the service which they are going to provide to BHEL is covered under RCM, then BHEL shall discharge the liability on RCM basis and no GST Payment will be released to the Bidder in any circumstances.

1.2 All taxes and duty other than GST & Cess

1.2.1 The contractor shall pay all (except the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

1.3 Statutory Variations

1.3.1 Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

A handwritten signature in black ink, appearing to be 'P. Vineel', written over a light blue circular stamp.

P VINEEL
Dy.Manager SCT & PUR



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1.4 New Taxes/Levies

1.4.1 In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

1.5 Direct Tax

1.5.1 BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

TCS (Tax collected at Source) under Income Tax Act.

If the vendor is mandated to collect the TCS from BHEL (for sale of Goods) as per the newly inserted sub section(1H) under Section 206C of the Income Tax Act, then the below conditions need to be adhered to:

- 1.1. Vendors should mention their TAN and PAN number in the invoice submitted to BHEL.
- 1.2. Where the tender conditions do not specify any pec on financial parameters, then the reimbursement of IT TCS to the Vendor can be made only on submission of below undertaking on yearly basis. "If we have made a total sale, gross receipts or turnover from our business carried exceeds ten crore rupees during the financial year_ (should be immediate preceding financial year)" And on submission of TCS paid challan and TCS certificate for the TCS payments made in the last quarter.
- 1.3. Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
- 1.4. PAN No of BHEL is AAACB4146P, same need to be considered by vendor while filing their TCS returns.
- 1.5. Vendor shall issue a TCS Certificate for the amount collected at source within the due dates as per the IT Act.
- 1.6. In event of failure to comply with the provisions of the Act or proper certificate was not issued or if tax collected, not remitted to the Government or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the Vendor towards non- compliance of statutory provisions from the money's due to them with applicable interest.

For BHARAT HEAVY ELECTRICALS LTD,

(Authorized Signatory)



P VINEEL
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BID SUBMISSION FORM

Offer No.: BHEL:PSSR: YTPS:PUR:202203-56

Date

To:

AGM/SCT AND PURCHASE

Site Office, 5X800 MW YADADRI TPS, BHEL PSSR
DHAMARACHARLA(M), NALGONDA (Dist), TELANGANA -508355

Dear Sir,

In response to your Tender No: BHEL:PSSR: YTPS:PUR:202203-56, dated 01.03.2022 for Supply and Installation of 22 No 3 star Inverter AC with Stabiliser at BHEL Yadadri Site, we hereby submit our offer herewith.

1. Bidder Name: _____

2. Website Address: _____

3. Email Address: _____

4. Address for Communication:

5. Telephone Number: _____

6. Fax/Tele fax Number: _____

7. Authorised Person -Name: _____

8. Designation: _____

9. Mobile No.: _____

10. Email ID: _____


P VINEEL
Dy. Manager SCT & PUR



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11. Alternate Person –Name: -----

12 . Designation: -----

13. Mobile No.:

14 Email ID:

15. PAN Number: _____

16. TIN Number: _____

17. GST Reg No.: _____

18. Bidder's complete Bank Details. Bank Account No:

IFSC / NEFT Code: _____

Name of the Bank: _____

Address of the Branch: _____

A handwritten signature in black ink, appearing to be 'P VINEEL', written over a light green rectangular background.

P VINEEL
Dy.Manager SCT & PUR



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PQR (Eligibility Criteria)

1. The Bidder should be OEM (Original Equipment Manufacturer)
or
Authorized dealer Distributor of the OEM of offered product (Please submit manufacturer's authorization letter, in original, on the OEM's letter head duly signed by authorized signatory).

Experience of having successfully completed similar services during the last 7 years ending 31 March 2021 should submitted.

Details of similar work / order executed during last 7 years

(Please submit copy of Purchase Order or completion certificate from the client)

Sl. no	Description of work order-executed	Value of work order-executed	Name of client	Start date	Finish date
1					
2					
3					
4					


P.VINEEL
Dy. Manager SCT & PUR

Supply and Installation of 22 No 3 star Inverter AC with Stabiliser at BHEL Yadadri Site.

Ref no BHEL:PSSR: YTPS:PUR:202203-56

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

AGM/SCT & PURCHASE

5X800MW YADADRI SITE, BHEL

DAMAECHERLA

DIST. NALGONDA

Dear Sir,

Sub: No Deviation Certificate

Ref : 1) NIT/Tender Specification No: . ENQ REF NO BHEL:PSSR: YTPS:PUR:202203-56 DATED 01.03.2022

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void. We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification. We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process. We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Supply and Installation of 22 No 3 star Inverter AC with Stabiliser at BHEL Yadadri Site.

Ref no BHEL:PSSR: YTPS:PUR:202203-56

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

AGM/SCT & PURCHASE
5X800MW YADADRI SITE, BHEL
DAMAECHERLA
DIST. NALGONDA

Dear Sir,

Sub: Declaration confirming knowledge about Site conditions

Ref : 1) NIT/Tender Specification No: ENQ REF YTPS:PUR:202203-56 DATED 01.03.2022

2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

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NON DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL PSSR is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s..... who are submitting offer for providing services to BHEL PSSR against Tender Specification No: YTPS:PUR:202203-56 DATED 01.03.2022 hereby undertake to comply with the following in line with Information Security Policy of BHEL PSSR, Chennai-97.

To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSSR.

(Signature, date & seal of Authorized Signatory of the bidder)

Supply and Installation of 22 No 3 star Inverter AC with Stabiliser at BHEL Yadadri Site.

Ref no BHEL:PSSR: YTPS:PUR:202203-56

ANNEXURE –III

Proforma for self-certification by supplier for minimum local content on their letter head for tender value less than Rs 10 Crore

Auditor's certification with respect to minimum local content on their letter head of Statutory Auditor for tender value above Rs 10 Crore

"We _____(Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e _____(% to be filled as notified in the policy for claiming Purchase Preference linked with Local Contents under the Govt. policy against tender no. _____.

Note: As per GOI circular, the bidders offering Imported items falls under the category Non-Local Supplier. They can't claim as Class I Local Supplier/Class II Local Suppliers by claiming the services as transportation, Insurance, Installation, Commissioning & training and after sales service support like AMC/CMC etc as local value addition

Vendor's Signature with Seal

ANNEXURE IV

Proforma for self-certification by Supplier for Compliance to Clause

“Restrictions on procurement from a bidder of a country which shares a land border with India”

Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority. <https://www.mea.gov.in/> to be referred for latest details of competent authority and exemptions. Proforma for self-certification for compliance is given in Annexure IV

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s _____ **(Name of firm)**

(Tick the Appropriate)

Is not from such a country

Is from such a country and has been duly registered with the Competent authority.

I hereby certify M/s _____ **(Name of firm)** fulfills all requirements in this regard and is eligible to be considered (where applicable, valid registration by the competent authority shall be attached)

(Signature, date & seal of Authorized Signatory of the bidder)

Technical Specifications

S. No.	Make (2021/2022 model only)	Detail of Item Condenser and Evaporator must be 100% Copper Only	Unit
1.	LG/VOLTAS / HITACHI SAMSUNG/ BLUESTAR/ CARRIER ONLY	Supply and Installation of 1.5 Ton INVERTER, 3 Star Rating of BEE Air Cooled Split Type Air Conditioners (2021/2022 model only) complete with indoor unit (IDU), Outdoor unit (ODU), surface / concealed copper Refrigerant piping with insulation (EP Foam pipe section) up to 5 Mtr. (IDU to ODU) copper power cable up to 6 Mtr. (at least 3CX 2.5 Sqmm, PVC Insulation, FRLS copper wire) (IDU to ODU), R-22/R-32/R-410 Refrigerant , PVC drain pipe (dia 15mm) Remote, suitable for 230V +10% of 50 Hz, 1 phase AC supply capable of performing cooling, dehumidification, air circulation of following capacity with rotary compressor, with ODU Stand	Nos.
2	V- Guard / Microtek / Monitor Only	Supply and Installation of Stabilizer (240V, 50 HZ, 2KW), AC Metal Clad Socket Box with MCB, top with 1m copper power cable and all accessories and work .	Nos.
3	Any ISI Marked	Providing and fixing wall mounted ODU stand for split air conditioning and all accessories etc.	Nos.

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ENQUIRY NO. YTPS:PUR:202203:56

Dated: 01.03.2022

PRICE FORMAT

SL NO	Description	Unit	QTY	Unit Price (Rs.) Excluding GST (Including Installation, ODU Stand and stabilizer charges)	Total Price(Rs.) Excluding GST (Including Installation, ODU Stand and stabilizer charges)	Total Price (Rs.) Excluding GST IN WORDS
1	Supply and Installation of 3 star Inverter AC with Stabiliser, ODU Stand including all accessories at BHEL Yadadri Site	Nos	22			

GST - EXTRA%

Further, if any other items are still required for successful commissioning of the system, will be supplied by Vendor at no cost implication to BHEL.

SIGNATURE & SEAL OF AUTHORISED PERSON

NAME:

2021

**Volume-IB:
PURCHASE -
GENERAL
CONDITIONS OF
CONTRACT (GCC)**

Bharat Heavy Electricals Limited
Power Sector – Southern Region
5x800 MW Yadadri TPS



GENERAL CONDITIONS OF CONTRACT (GCC)

1. **PURCHASER:** Purchaser shall mean Bharat Heavy Electricals Ltd, a company registered under Indian Companies Act 1956 with registered office at BHEL House, Siri Fort New Delhi 1100049 or its authorized officers or other employees authorized to deal with the matters concerned and having regional Headquarter at BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam, Thoraipakkam, Chennai-600097.
2. **BIDDER/VENDOR:** means to those to whom enquiries have been sent for any purchase in case of Limited Tender and any bidder in case of Open Tender.
3. **SELLER:** Seller means the successful bidder who is getting the Purchase Order from BHEL.
4. The vendors shall thoroughly read all the specifications before quoting. Vendor to clarify all doubts/ discrepancies in the Tender document with the authority inviting bids for clarifications, before submission of bids.
5. The offers shall be submitted in total compliance of the Terms and Conditions and are to be submitted online before the due date. THE VALIDITY OF THE OFFER SHOULD BE FOR 03 MONTHS UNLESS OTHERWISE SPECIFIED.
6. The prices shall be quoted on "F.O.R Destination" basis only unless otherwise specified. The Price shall include all Duties/Taxes as applicable. It also includes Freight and Insurance up to destination. (Consignee). If the bidders prefer to quote only the basic price, then it should be followed by the duties and taxes in percentage as applicable and freight & insurance duly specified. Offers with incomplete information / prices are liable for rejection. NO PRICE ELEMENTS SHALL BE INDICATED AS EXTRA.
7. The rates should be quoted in both words and figures. In case discrepancy found between the rates quoted in words and figures, the least of the two will be treated as valid quoted rate.
8. The basic price shall be kept firm till completion of the order and will not be subjected to variation, unless otherwise agreed upon specifically. However statutory variations on Taxes and Duties on the rates prevailing at the time of delivery shall be applicable.
9. Payment will be effected only after receipt of total quantity of materials as per PO at the destination within the delivery date stipulated unless otherwise specifically agreed in the Purchase Order.
10. No revision of prices whatsoever will be entertained /accepted after the Tender is opened.
11. In case of Tender for supply from abroad involving payment of foreign exchange, the price quoted should separately indicate the foreign exchange components involved and the extent of payment acceptable in Indian currency. The exchange rate variation is not admitted unless otherwise specifically agreed/mentioned in the enquiry. In such cases, the Tenderer also should give the following details without fail.
 - a) F.O.B price
 - b) Ocean freight/ insurance
 - c) Air freight/insurance
 - d) Ext gross weight of consignment
 - e) Indian agency commission payable in Indian rupees as applicable
12. "NO DEVIATION CERTIFICATE" has to be submitted along with the Technical bid conforming to the terms and conditions of the enquiry.
13. **LATE TENDERS/BIDS:** The offers received after Tender opening due date will be liable for rejection and shall not be considered.
14. Products with ISI certificates are preferred.

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15. Manufacturer's name, Trade mark or patent number if any, should be clearly specified. Illustrative leaflets giving technical particulars/parameters are to be enclosed to the offers along with list of customers / their purchase orders to whom similar product had been supplied, in the past three years.
16. SSI/NSIC Registered units must highlight the status indicating registration number in their offer without fail for availing MSME benefits.
17. In case of Limited Tender, if the bidder is not interested in /not in a position to quote for this enquiry, the same should be communicated before due date of the Tender submission for consideration in subsequent enquiries.
18. In case of participation by the authorized distributors/dealers on behalf of the vendor, the copy of the legal arrangements/Terms and Conditions agreed between the parties (duly made in stamped paper) should be submitted. Due intimation in advance shall be given on or before the due date for consideration of such offers. The total responsibility for performance of the work/purchase as per specifications will be with the authorized vendor.
19. **QUOTATIONS:** All documentation and correspondence regarding the Contract/Purchase shall be in English language and international numerals only. The rates quoted shall be in figures as well as in words. In case of difference between the words and figures, the least of the two will be treated as valid quoted rate. All entries shall be either be typed or to be written in ink. Erasers and over writing is not permitted and may render such bids be liable for rejection. All the cancellations and insertions shall be duly attested by the bidder. Please refer the conditions in case of Tender for supply from abroad involving payment of foreign exchange (Clause no 11).
20. **SAMPLES:** sample should be submitted along with the offer, if asked for.
21. **INSPECTION & ACCEPTANCE OF GOODS:** It is subject to BHEL inspection at supplier's works before dispatch or on receipt at destination as the case may be, as per the agreed/approved Quality plan. Final / stage inspection will be carried out at the destination/ supplier's works by the authorized inspection official in line with agreed quality plan. Wherever preliminary or stage inspection is to be carried out at supplier's works, the same is subject to final acceptance after receipt of the material at the destination and the decision of the Purchaser shall be final. The property of goods shall not pass until final acceptance by the purchaser. In case of delay in inspection process for reasons attributable to the seller, the financial loss /liability sustained by the purchaser shall be borne by the supplier. Since delivery period includes the time for pre dispatch inspection by BHEL, the supplier shall intimate the readiness of material for inspection well in advance to expedite the inspection process and to enable the supplier effect delivery in time.
22. **QUALITY PLAN:** BHEL may give the quality plan of their own else may request the vendor to submit the quality plan along with the offer, as applicable, for approval by BHEL. (please refer specifications) The quality plan is expected to cover generally specification of the items, stage inspections to be carried out, guarantee/warranty /test certificates/inspection reports, sampling plan as per IS. BHEL will also identify the inspection agency including the customer, as applicable. The bidder/vendor shall furnish the details of the inspection facilities available with him in the quality plan, as applicable. The Quality Plan will be finalized before proceeding with execution of PO. The vendor is requested to ensure completion of QP in all aspects before proceeding with PO. The vendor should provide calibrated instruments etc for carrying out the inspection as per the quality plan.
23. **REJECTION:** The seller shall intimate the purchaser in writing within 15 days after receipt of rejection advice regarding the disposal of rejected material and action plan for replacement. If no information is received within this time, the purchaser shall be at liberty to return the material at the cost of risk of the

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seller after recovering the cost if any, including inward freight and other incidental charges incurred. The purchaser will not be responsible for the rejected material thereafter and no claim will rest on them.

24. PACKING, MARKING & FORWARDING:

PACKING: the supplier shall arrange for secure protective packing of the goods suitable for tropical conditions to avoid loss, damage or atmosphere action during transit by road/train/air. The packing standard shall comply with relevant national standards, where available, carriers' conditions of packing or established trade practice. The seller shall be liable to replace the material or reimburse the value of the loss notwithstanding whether insurance is arranged by him or not. The packing materials and cases and packing charges are included in the quoted price unless otherwise agreed.

MARKING: The following marking shall be made on each package in BLACK BOLD CAPITAL LETTER:

(A) BHEL PSSR, (B) CONSIGNOR/CONSIGNEE DETAILS & (C) DIMENSION/WEIGHT

The above marking should be stencilled or written in bold letters on the package. Should the packages be too small, suitable cards/metal tags giving these details may be tagged or nailed. Copy of the packing slip should be kept in each package without fail.

DESPATCH INTIMATION: Immediately after dispatch, the Seller shall intimate Head/Purchase BHEL PSSR Yadadri the details of the items dispatched, quantity, order reference, LR/RR No and date by telegram/fax/e-mail.

25. TERMS OF PAYMENT: Payment shall be made as per the following terms unless otherwise specified.

- Where only supply is involved, 100% payment will be made within 30 days of satisfactory receipt of materials and on submission of Performance Bank Guarantee valid till completion of Guarantee Period and against submission of Store receipt voucher (SRV)/FARV (fixed asset acceptance receipt voucher)/MRV (material receipt voucher). These vouchers are issued by the consignee only.
- Where installation and commissioning is involved, 90% payment will be released within 30 days of satisfactory receipt of materials and acknowledgement (as per SRV/FARV/MRV) and balance 10% will be paid after successful installation and commissioning and on submission of Bank Guarantee for the 10% value valid up to the guarantee period agreed between BHEL and the Vendor.

26. SECURITY DEPOSIT: Where required, Security deposit or Bank guarantee shall be submitted for a sum equal to 5% of the total value of the order on receipt of confirmed purchase order from BHEL. (please refer specifications for applicability)

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

In case of delay in receipt of materials at the delivery point, for reasons not attributable to BHEL, the Purchaser will levy LD, if time extension and PO amendment is not issued. The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice.

Based on delivery conditions, following LD clauses shall be operated.

- a) LD shall be 0.5% of the total order value per week of delay or part there of subject to a maximum of 10% of the total order value.
- b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However, even if a

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staggered delivery schedule for Capital Machine/ BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value.

c) In case of any amendment/revision, the LD shall be linked to the amended/ revised PO value.

In addition to the above, in case the vendor shall fail to complete the supply of the any of the materials within the specified time (either partially or fully), it shall be lawful for BHEL PSSR Yadadri, to procure the same at the risk and cost of the supplier. In such event it will be obligatory on the part of the supplier to pay the additional expenditure incurred to BHEL PSSR for any loss due to such risk purchases.

28. **INSURANCE:** Wherever delivery terms quoted for "F.O.R. Destination" basis specifically agreed to and directed, the supplier shall insure at his cost the goods for all transit risks including 30 days' storage risks from the date of delivery of goods at the final destination. In other cases, supplier must furnish of dispatch of each consignment immediately after dispatch. Failure to do this will make the supplier responsible for making good any loss which might have been recovered from the under-writers.
29. **SUBCONTRACTING:** This order or any part thereof shall not be subcontracted without the consent of the Purchaser. The total responsibility for the supply and performance of purchased items, as per guarantee rests with the seller, even if BHEL accepts the above arrangement.
30. **METRIC SYSTEM:** Seller shall indicate all the measurements only in Metric system.
31. **INDEMNITY:** Seller shall indemnify the Purchaser against any claim due to breach of patent, trademark, negligence, defective material, or injury to seller or his agent
32. **GUARANTEE & WARANTEE:**
 - A guarantee certificate for 18 months of trouble free operation from date of shipment or 12 months from the date of commissioning, whichever is earlier, shall be furnished.
 - Warranty of 5 years on PCB, 5 years on the compressor and 1 years on the complete machine shall be furnished.
33. Three sets of Operation & maintenance manuals/ technical literature, drawings etc. are to be supplied free of charges along with the items being procured.
34. **DISPUTES, ARBITRATION & JURISDICTION:**
 - All disputes between the Purchaser and the seller arising out of this transaction, other than those for which decision of the BHEL is final, shall after written notice by either part to the PO to other party by referred to sole arbitration of Executive Director or his nominee.
 - The Arbitrations shall be conducted in accordance with provisions of Arbitration and Conciliations Act 1996. The Purchase will be governed by the law for the time being in force in the Republic of India.
 - The civil court having ordinary original Jurisdiction at Chennai, Tamilnadu alone have exclusive jurisdiction in regard to all claims in respect of this transaction/ purchase. No other civil Court have jurisdiction in case of dispute, of this contract.
35. **GENERAL:** All other conditions which might have been quoted by the Seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in writing by the Purchaser will not be applicable to this order. The Seller should intimate the Consignee in writing regarding the readiness of material, in cases where Purchaser has agreed to arrange collection with a copy to Head/Purchase, BHEL PSSR Chennai.
36. ANY REFERENCE MADE HEREIN (ENQUIRY / PURCHASE ORDER) TO ANY OF THE NATIONAL/INTERNATIONAL STANDARDS IMPLIES IT'S LATEST EDITION.

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37. THE VENDORS SHOULD SUBMIT GUARANTEE, SOUNDNESS & BONAFIDE CERIFICATES WHILE SUPPLYING THE ITEMS.
38. The purchaser reserves the right to cancel or split-up the Tender /offer and place order for individual items with different vendors with varying quantities in line with the enquiries.
39. **FORCE MAJEURE:** the following shall amount to force majeure – Acts of God, Acts of government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes over which the vendor is not having any control. If the vendor suffers delay in fulfilling the obligations due to force majeure, as defined above, BHEL will grant only delivery time extension, by a period of time equal to the period of delay provided that on the occurrence of any such contingency, the vendor shall immediately report to BHEL in writing the causes of delay. The vendor is not eligible for any other compensation.

40. TENDER CONDITIONS FOR MSE SUPPLIER:

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM /I certificate along with CA certificate (Format enclosed as per Annexure - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".

BHEL shall consider any new supplier as MSE vendor provided anyone of the following documents are submitted along with their offer/application

- a) Valid NISC certificate
- b) Entrepreneurs memorandum Part II (EM II) valid based on deemed validity of 5 years)
- c) Valid EM II certificate along with attested copy of CA certificate as per prescribed format Annexure -1 applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006) at time of Tender evaluation.
- d) MSEs are exempted from payment of earnest money (EMD) in addition to free issuance of Tender Documents

Payment Terms: Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Purchase Preference to MSEs as follows:

- a) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be followed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprise shall be allowed to supply up to 25% of total tendered value.
- b) In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
- c) In case of tender item is non-splitable or non-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.

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BHEL shall take decision on Relaxation of norms for Startups MSEs:

- a) Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,

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