

Enquiry for Procurement of Summer Caps

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Bharat Heavy Electricals Ltd.

BAP

Supply of Summer Caps

Covering Letter

Dear Sir / Madam,

Sub: Procurement of Summer Caps as per tender enquiry

We are pleased to inform that Single Tender Enquiry has been sent for the “**Procurement Summer Caps**”. You are requested to submit their offer thru Email.

The following are enclosed for information-

1. Terms and conditions - Techno commercial requirements
2. Make in India declaration format

Bids shall be submitted in line with the Terms & Conditions. You shall note that the processing of the Enquiry will be governed by the terms and conditions. You shall ensure all relevant documents as indicated below sent during bid submission:

- Duly filled in MII declaration format
- UDYAM Certificate in case of MSE

Any clarification on technical specifications can be obtained from BHEL before tender opening. You are required to thoroughly understand the scope of supply and submit their quotation before the Enquiry due date.

In the event of any Technical or Commercial queries, the same may please be addressed to the following concerned before Part I opening-

M Nirmal Kumar – mnirmalkumar@bhel.in - +91 9841155975 - +91 4172 284118

For BHEL Ranipet

M.Nirmal Kumar
Manager/Purchase

Annexure A – General Terms & Conditions

1. Purchase Preference - Make in India

Make in India preference is applicable as per terms and conditions, declaration format shall be submitted.

2. Purchase Preferences - MSE

MSE preference is applicable as per terms and conditions, UDYAM Certificate shall be submitted.

3. Price Finalization

"BHEL shall be resorting to Price Bid Opening. BHEL may decide for further negotiate"

4. Techno-Commercial terms confirmation-

All techno-commercial terms and conditions shall be as per general terms and conditions (Annexure-A) of the tender. If any deviations are found, they need not be considered / evaluated by BHEL. You shall confirm acceptance to the terms and conditions of the tender.

5. Technical requirements-

Summer caps to be made of full jeans cloth, white lining cloth with two eye-holes each on two sides with BHEL emblem. Color: White.

6. Technical deviations (if any)-

Deviations taken (if any) are subject to BHEL approval. Bidders shall be required to comply with all terms, conditions and specifications of the bidding documents.

7. Bid validity-

90 days from date of Part-I bid opening OR 60 days from date of Price Bid opening whichever is later.

8. Delivery period-

30 days from the date of PO.

9. Quantity

1500 Nos

10. Delivery term-

'FOR' BHEL Ranipet.

11. Inspection

Inspection shall be as per Terms & Condition of Tender.

12. Liquidated Damage clause-

Liquidated Damages shall be as per 0.5% per week delay subject to maximum of 10%. LD will be applicable only on the undelivered portion of the PO.

13. Evaluation & Ordering-

- Evaluation of bids shall be done based on Item.
- Ordering will be done for the item on L1 – 100%.

14. Payment term-

- a. 100% payment within 90 days for Non-MSME bidders
- b. 100% payment within 60 days for Medium category bidders subject to submission of relevant documents.
- c. For MSE bidders Payment shall be as per MSE Clause subject to submission of relevant documents (100% payment within 45 days).

15. Declaration by bidder :

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

16. Resolution of Disputes

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract / tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL / Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is / are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Enquiry Conditions.

The Annexure X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. This contract shall be governed, construed and interpreted in accordance with the laws of India. Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Ranipet, Tamil Nadu, India. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to arbitration in terms of clause above, the Courts at Ranipet, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and / or reference for the arbitration, the vendor / contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd. 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

17. Laws Governing the Contract:

- a. The contract shall be governed by the Laws of the Government of India in force.
- b. Irrespective of the place of execution of the contract, place of delivery, place of payment under the contract, the contract shall be deemed to have been made at the place at which the Acceptance of the tender has been issued.

18. Jurisdiction of the Court

The Courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

19. "Price to be firm during the execution of scope of work".

20. Suspension Of Business Dealing

The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

21. Set-Off Clause:

BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.

22. Conflict of Interest:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / sub-assembly / Assemblies from one bidding manufacturer in more than one bid; or f) In cases of

agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent / dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister / common business / management units in same / similar line of business.

23. Fraud Prevention Policy

The Bidder along with their associates / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website at www.bhel.com/pdf/BHEL_Fraud_Prevention_Policy.pdf and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

24. Payment Documents

Payment shall be made against submission of the following documents-

- a. Original GST compliant e-invoice and 2 copies of the same.
- b. Original site acknowledged Lorry Receipt (Goods Receipt (GR) date for in case of BHEL Ranipet stores).
- c. Original inspection report and all original documents as called for in TDC / approved QP.

If one original certificate / LR is applicable for more than one invoice quantity / invoice, Xerox copy is acceptable with original correlation details on the Xerox copy with attestation by suppliers Quality in charge.

GST compliance-

- a. 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.
- b. 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.
- c. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - o Vendor declaring such invoice in Form GST ANX-1
 - o Receipt of Goods or Services and Tax invoice by BHEL
- e. 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 dispatch 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).
- f. 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.

- g. 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
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to suppliers account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

25. General note-

Any disparity to BHEL's terms and conditions indicated above and vendors offer, only the agreed terms and conditions above shall stand valid. Vendor's terms and conditions which are in conflict will be ignored and will not be taken into consideration by BHEL.

Make in India declaration format
(Declaration to be issued on company letter head)

For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local Supplier / Nonlocal supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In line with Government Public Procurement Order 2017 dated 04.06.2020, we hereby certify that we, _____ (supplier name) are 'Class-I local supplier' meeting requirement of local content equal to or more than 50% and meeting requirement of minimum local content as defined in above order for BHEL Enquiry No:<>.

Details of location at which local value addition will be made is as follows (factory address to be indicated):

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By issuing this declaration, we understand and are in acceptance to the following-

- False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- In case of debarment by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 we shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted.
- We undertake the onus of responsibility of submission of appropriately certified documents. We understand that BHEL is not at liability to verify the contents and will not be responsible for the declaration made by us. However, in case BHEL has any reason to doubt the authenticity of the local content, BHEL reserves the right to obtain the complete back up calculations before award of contract and we are liable to submit the same if requested by BHEL. We also understand that our bid is liable for rejection in case we fail to submit the details as requested by BHEL.

Seal and Signature of authorized signatory