

Special Terms & conditions for Enquiry No. E3703006, due on 25/07/2020.

Please refer general terms and conditions of enquiry form no. BP-200102 and P.O. terms & conditions (indigenous) form No. MM 5527 Rev.03. If any deviations, please mention in your quotation otherwise it shall be taken that all terms and conditions are accepted by you viz., **payment terms, validity of offer, Liquidated Damages (LD)** etc.

BHEL Bhopal is looking for Micro & Small manufacturing enterprises, as defined in Public Procurement Policy 2012, issued by Ministry of Micro, Small and Medium Enterprises capable of supplying **10", 12" & 14" Leather Hand Gloves as per enclosed specification.** **THIS MATERIAL IS TO BE PROCURED ONLY FROM MICRO & SMALL ENTERPRISES (MSE), AS DEFINED IN PUBLIC PROCUREMENT POLICY 2012, ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.**

The items to be supplied should confirm to the following requirements:-

- 1) Please quote your best rate through your DSC (Digital Signature Certificate) in our E-Tender system through <https://bhel.abcpocure.com> on or before due date. *Paper bid is not acceptable.*
- 2) **Pre-qualification criteria (PQC): Vender to be confirm technical pre-qualification criteria and upload /submit required documents.**
 - A. **Technical & Financial PQC:-**
 - (i) Please refer the PQC enclosed for details.

Note: PQC is applicable to all suppliers.

Startups and Micro & Small Enterprises who are manufacturer of quoted item/items are exempted for above clause 2 (i) only for submission of PO and proof of supply of prior experience along with proof of prior turnover.

Startup means an entity, incorporated or registered in India not prior to five years, with annual turnover not exceeding INR 25 crore in any preceding financial year, working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property.

Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence.

Provided also that an entity shall cease to be a Startup if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 5 years from the date of incorporation/ registration.

Bidders who have quoted as startups has to submit (1) Copy of incorporation / registration of their firm and (2) Audited (if audit is required as per norms) profit and loss account (Which shows annual turnover) of all financial year from date of incorporation / registration to 31st March 2019.

Supplier to submit documents for the above (Copy should be self-attested). In case of non-submission of above documents, offer shall not be considered for further procurement process.

3) Payment term:-

For MSE suppliers who are manufacturer of quoted item/items, payment can be released within 45 days after receipt and acceptance of material in BHEL.

Note:- MSE suppliers who are manufacturer of quoted item/items, can avail the intended benefit only if they submit along with the offer, Udyog Aadhaar Memorandum or attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) as per BHEL format (Format will be provided on request or can be downloaded from the link of www.bhelbpl.co.in/mm/MSME_Annl_cert2.pdf) applicable for the relevant financial year (Latest audited). Date to be reckoned for determining the deemed validity will be the tender opening date / enquiry due date. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiencies in above required documents are not submitted before 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.

Advance payment is not acceptable in any circumstances. Supplier's offer shall be loaded accordingly, if lower period of credit is offered. Also, Overdue interest (ODI) is not acceptable to BHEL.

If not mentioned or partially mentioned against payment terms in your quotation, it is assumed that BHEL standard payment terms is acceptable to supplier.

4) Terms of Delivery:-

Terms of delivery should be **F O R Destination** on Door delivery basis at CRX, BHEL Bhopal. The same is mentioned in Part – A (Techno-commercial bid) of your offer otherwise it shall be taken FOR destination. Offers on **F O R Destination** on Door delivery basis at CRX, BHEL Bhopal will only be accepted, **if you quote Ex-Works, freight by BHEL or Ex-Works, freight prepaid your quotation will be commercially rejected.**

5) Delivery Period:-

Please mention your best delivery period in your quotation for the lot wise quantity shown in enquiry. If not mentioned in your quotation it shall be taken 60 days from date purchase order/LOI.

6) Item type and HSN Code:-

Kindly mention item type i.e. (1) Supply or (2) Trading and HSN code of each item in your offer & the percentage (%) of GST applicable in your offer. CGST+SGST / IGST / UGST or any other charges as applicable must be clearly mentioned in your quotation otherwise it shall be taken as not applicable to supplier.

7) Availing Input Tax Credit (ITC) by BHEL :-

ITC can be availed only when BHEL is in possession of GST tax invoice and after receipt of goods. So, goods should be supplied and Tax invoice should be submitted timely.

Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filling of monthly Return.

GST portion of invoice shall be released only upon:-

- (1) Vendor declaring such invoice in his GSTR-1,
- (2) Receipt of good and Tax invoice by BHEL,
- (3) Confirmation of payment of GST thereon by vendor on GSTN portal,
- (4) Alternatively, BG of appropriate value shall be submitted by vendor which shall be valid at least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of tax invoice and receipt of goods, whichever is later.
- (5) Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

In case GST credit is delayed/denied to BHEL due to non/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 shall be recoverable from vendor along with interest levied/leviable on BHEL.

In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.

Payment covering GST portion including interest thereon is released to vendor only upon completion of above requirement.

8) Validity of offer:-

Validity of offer must be clearly mentioned in your quotation. If not mentioned, it shall be as taken 90 days from the date of opening of tender.

9) Liquidated Damages / Penalty Clause:-

- I. For any late delivery beyond the scheduled delivery date as per PO, penalty @ ½ % per week & maximum up to 10% will be imposed on the balance value of the material. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value.
- II. Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value).
- III. GST is applicable on LD also.

10) Sample: -

One pair sample each of 10", 12" & 14" Leather Hand Gloves (non-returnable) as per enclosed specification along with respective Test Certificate (TC) as mentioned in PQC to be submitted along with Part – A (Technical & Commercial bid) of your offer as per BHEL specification.

Without Sample, offers will not be considered for further procurement process.

Samples must reach the undersigned by 11.00 am of tender opening date.

Samples are to be submitted through gate no. 9 only.

11) Inspection: - Inspection shall be done at supplier's works & final Inspection shall be done at BHEL, Bhopal.**12) Test Certificate (TC):-**

Supplier has to furnish Test Certificate (TC) at the time of each supply. In case non-receipt of TC with any supply, the supply is liable for rejection. Hence, any deviation for TC requirement be given in your quotation otherwise it is presumed that TC will be furnished with the supply as required.

13) Quantity Variation:-

Quantity variation shall be $\pm 5\%$ in each lot.

14) Anti-Profiteering Clause:-

Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the BHEL by way of commensurate reduction in prices.

15) Un-registered suppliers of BHEL, Bhopal :-

Suppliers who are not yet registered with BHEL, Bhopal must submit following documents for one time code along with Part – A (Techno-commercial bid) of your offer:-

- (1) Copy of PAN no.
- (2) Copy GSTIN registration certificate.
- (3) The percentage (%) of GST applicable
- (4) Copy of MSMED/ NSIC certificate, if applicable
- (5) EFT details as given at BHEL, B2B site (<https://www.bhelbpl.co.in/mm/>) to be submitted by L1 supplier after placement of order.

16) All the above points must be explicitly confirmed in the "Part A" of offer. If any point not confirm in "Part A" of your offer, it shall be taken that it is acceptable to you. In case of non-acceptance above points / fail to submit sample / documents as per our tender / specification requirement, your offer may be rejected.

17) BHEL Bhopal reserves the right for rejecting any / all of the samples along with offer/Quotation without assigning any reason, whatsoever.

18) "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder (S) or their representative (S).
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

19) "The 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."

Suppliers seeking clarification may communicate the undersigned through email as given below.

E-Mail Id: kcmeena@bhel.in, riz@bhel.in

1. Samples shall have to be addressed to:

DGM (MM-CRX & FSX)

Block - 7 Annexe, Eastern Wing,

Ground Floor, Piplani,

BHEL, Bhopal 462022,

Ph. No. 0755-2503750, 2505018

Kailash Chandra Meena

Sr. Engineer (MM-FSX)

Phone: 0755-2503750