



## BHARAT HEAVY ELECTRICALS LIMITED

### Power Sector Southern Region

(A Government of India Undertaking)

## GENERAL PURCHASE TERMS AND CONDITIONS

### INSTRUCTIONS TO THE VENDORS/BIDDERS

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 Service Centre at 690, Anna salai, Nandanam, Chennai- 600035.
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. These purchase specifications as a whole, duly furnishing all the details required and other documents as required in the following pages shall be duly signed, scanned and uploaded in the online EPS portal.
5.
  - a. Tenders/bids/offers are invited as E Tender for the scope of supply as per the specifications detailed and enclosed to the Enquiry. The offers sent in hard copy FAX/E MAIL shall not be considered.
  - b. Tenders/bids/offers are invited as conventional method (paper bid) as detailed in special conditions, the offers in sealed cover shall be addressed to Senior Manager/Purchase, BHEL/ PSSR, EVR Periyar Building, 690, Annasalai, Nandanam, Chennai-600 035.
6. 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.
7. 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 90 DAYS FROM PART-1 OPENING DATE UNLESS OTHERWISE SPECIFIED.**
8. Please submit point wise compliance to tender specifications, terms and conditions. Otherwise it will be presumed that you are accepting BHEL's terms and conditions. Please ensure that all terms & conditions are filled.
9. The Offers will be opened on the due date with due intimation to Bidders online through online EPS Portal.
10. Rate for each items are to be quoted along with GST IN no, HSN CODE.
11. 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 prefers 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.**



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12. 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.
13. 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.
14. No revision of prices whatsoever will be entertained /accepted after the Tender is opened.
15. 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
16. A. Order of Precedence of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
  - a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
  - b. Techno-Commercial Bid
  - c. Special Conditions of Contract (SCC)
  - d. Price Bid
  - e. General Conditions of Contract (GCC)

In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL.
17. **“NO DEVIATION CERTIFICATE”** has to be submitted along with the Technical bid conforming to the terms and conditions of the enquiry.
18. **“LATE TENDERS/BIDS”**: The offers received after Tender opening due date will be liable for rejection and shall not be considered.
19. Products with ISI certificates are preferred.



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20. 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.
21. SSI/NSIC Registered units must highlight the status indicating registration number in their offer without fail for availing MSME benefits.
22. 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 the same before due date of the Tender submission for consideration in subsequent enquiries.
23. 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.
24. **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.
25. **PRICE DISCREPANCY**  
Following shall be considered for evaluation and ordering for non-conformities/ errors/ discrepancies in price bid:
  - a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
  - d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Purchaser, the bid is liable to be ignored. (e) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price and, therefore, shall not be reimbursed.
26. **SAMPLES:** sample should be submitted along with the offer, if asked for.



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27. **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.
28. **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.
29. **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 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.
30. **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 | CONSIGNOR | DIMENSION            |
| b. PSSR | CONSIGNEE | WEIGHT : GROSS & NET |



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The above marking should be stenciled 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 AGM/Purchase BHEL PSSR Chennai the details of the items dispatched, quantity, order reference, LR/RR No and date by telegram/fax/e-mail.

31. **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 10% of the Order Value valid up to the guarantee period agreed between BHEL and the Vendor .
32. **SECURITY DEPOSIT :** Where required , Security deposit or Bank guarantee shall be submitted for a sum equal to 10% of the total value of the order on receipt of confirmed purchase order from BHEL ( please refer specifications for applicability)
33. **LIQIDATED DAMAGES & RISK AND COST:** Seller is to understand that “Time is the essence of the contract”. Hence the delivery of the goods as mutually agreed and specified in the purchase order should be adhered to. Where the seller supplies/dispatches the materials beyond the delivery date mentioned in the Purchase 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 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



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### RISK AND COST:

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- i). Contractor/ Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor / supplier including unexecuted portion of work / supply does not appear to be executable within balance available period considering its performance of execution.
- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii). Non-completion of work / Non- supply by the Contractor / supplier within scheduled completion / delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor / supplier.
- iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
- v). Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi). Non-compliance to any contractual condition or any other default attributable to Contractor / supplier.

### Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount=  $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work (\*) as per rates of new contract

B= Value of Balance scope of Work (\*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to 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 (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra





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items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

**Note:** Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

**LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work/supply shall be calculated in line with LD clause no. 33 of GCC, for the delay attributable to contractor/supplier. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

**Method for calculation of "LD against delay in executed work / supply in case of termination of contract" is given below.**

- i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii). Let the value of executed work / supply till the time of termination of contract = X
- iii). Let the Total Executable Value of work / supply for which inputs/fronts were made available to contractor / supplier and were planned for execution till termination of contract = Y
- iv). Delay in executed work / supply attributable to contractor i.e.  $T2 = [1 - (X/Y)] \times T1$
- v). LD shall be calculated in line with LD clause (clause no 33) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

The following sequence shall be applicable for recoveries from contractor/supplier on

whom Risk & Cost has been invoked, after informing the Contractor/Supplier of the total proposed recovery:

- a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount will be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in  
(a) above.
- c) If contractor/ supplier fails to deposit the balance Risk & Cost amount as per (b) above within the period as prescribed in demand notice, following action shall be taken for balance recovery:



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- i). Dues payable to contractor/ supplier against other contracts in PSSR/BHEL shall be considered for recovery.
- ii). If recovery cannot be made out of dues payable to the contractor/ supplier as above, balance amount to be recovered, shall be informed to other Regions/Units of BHEL for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier.
- iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier.

#### 34. TERMINATION OF THE ORDER/CONTRACT

In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation. In the event of the non- performance of the supply contract, by the Supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the risk and cost of the supplier. The additional expenditure to be incurred by BHEL (including BHEL Overheads) in such alternate purchase would be to the account of the supplier (Risk Purchase). This remedy would be in addition to the invoking of the PBG on grounds of failure of the Supplier in executing the Contract and any other legal remedies. BHEL reserves the right to initiate the alternate purchase action at the risk and cost of the erring supplier by issue of a simple notice of intention for the alternate purchase action duly sent by any electronic means and / or by a letter. The cancellation of the order would not be a pre-condition for initiation of the alternate purchase action.

35. **INSURANCE:** wherever delivery terms quoted for FOR Destination 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.
36. **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.
37. **METRIC SYSTEM:** Seller shall indicate all the measurements only in Metric system.
38. **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





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### 39. GUARANTEE & WARANTEE :

- The items purchased are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning i.e. put into use or for 18 months from the date of dispatch, whichever is earlier unless otherwise specified.
- If any defect is noticed during the above period, the same shall be replaced free of cost on FOR destination basis within a reasonable time. The time for replacement based on the component and urgency will be intimated by BHEL and the vendor should replace the items.
- To this effect Guarantee / manufacturer's test certificate shall be furnished along with the original documents.

40. Three sets of Operation & maintenance manuals/ technical literature, drawings etc are to be supplied free of charges along with the items being procured.

41. 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 event 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

**REQUIREMENT OF PURCHASE PREFERENCE:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:-

- a) In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply;
- b) In the procurements of goods which are divisible in nature, the following procedure shall be followed:-
  - i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is from a local supplier, the contract for full quantity will be awarded to L 1.
  - ii. If L 1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L 1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L 1 price. In case such lowest eligible local supplier fails to match the L 1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L 1 bidder.



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- c) In procurements of goods or works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-
- Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is from a local supplier, the contract will be awarded to L 1.
  - If L 1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L 1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L 1 price.
  - In case such lowest eligible local supplier fails to match the L 1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L 1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L 1 price, then the contract may be awarded to the L 1 bidder.

#### VERIFICATION OF LOCAL CONTENT:

- The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

#### 42. SUSPENSION OF BUSINESS DEALINGS

- ❖ It may be noted that guidelines / rules in respect of 'Suspension of Business dealings', 'Vendor evaluation format', Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.
- ❖ The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) ---> Tender Notification - List of Banned Firms).
- ❖ Abridged version of the extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspensionof-Business-Dealings-with-Supplier-issued-Sept13\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspensionof-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf)

#### 43. BHEL FRAUD PREVENTION POLICY

"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."



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**44. THIS FOLLOWING CLAUSE IS ONLY APPLICABLE FOR THE TENDERS WITH INTEGRITY PACT TERMS AND CONDITIONS:**

Submission of duly-filled & signed BHEL standard format of Integrity Pact (without any deviation) by Suppliers along with the un-priced (Techno-Commercial) bid is a pre-requisite condition for evaluation of the offer. The copy of Integrity Pact with applicable nominated IEM is attached along with the tender documents for ready reference of Suppliers. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. The decision of the Purchaser would be final in this matter.

- All Statutory Requirements as applicable for this supply shall be complied with.

**45. 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.

46. **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 AGM/Pur/BHEL PSSR Chennai.
47. ANY REFERENCE MADE HEREIN (ENQUIRY/PURCHASE ORDER) TO ANY OF THE NATIONAL/INTERNATIONAL STANDARDS IMPLIES IT'S LATEST EDITION.
48. THE VENDORS SHOULD SUBMIT GUARANTEE, SOUNDNESS & BONAFIDE CERTIFICATES WHILE SUPPLYING THE ITEMS. SUGGESTED FORMAT IS GIVEN UNDER SL. No. 49.
49. PROFORMA (TYPICAL) - To be typed on letter head and certified with Signature & Stamp

**a. GUARANTEE Certificate:**

Certified that the materials dispatched vide RR/LWB/PBW ..... no  
.....dated ..... Conform to the quality as per specification of the Purchaser  
vide PO No ..... Dated ..... and guaranteed for 12 months from the date of  
putting the same to actual use /consumption /commissioning or 18 months from the date  
of dispatch whichever is earlier against all manufacturing defects, faulty materials, bad  
workmanship etc. if any defect is noticed during the above period, the defective materials  
shall be replaced or rectified free of cost on FOR/Chennai/destination basis within a  
reasonable time.



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- b. **SOUNDNESS CERTIFICATE** : certified that the materials dispatched under  
RR/LWB/PWB No .....dated.....covered by your  
invoice No ..... Dated .....for Rs.....against your  
.....order.....dated were in a sound condition at the time of  
dispatch. The material supplied against this order conforms to the specification  
mentioned therein and if found defective at the time of inspection by you, the same will be  
replaced free of cost.
- c. **BONAFIDE CERTIFICATE** : I have personally examined and verified and do hereby  
certify that the goods in respect of which the payment is being claimed have actually  
dispatched by me /us under RR/LWB/Air consignment Note  
No.....Postal receipt Number... Duly drawn in favour of the  
consignee which is genuine and mentioned in the  
bill and I hold myself personally responsible for the correctness of this statement.  
I further certify that the above mentioned RR No ..... /LWB No ...../Air consignment  
Note No..... postal receipt No.....has been forwarded to the consignee mentioned  
in the Purchase order under Registered Post with acknowledgement due.
50. 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.
51. **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 reports to BHEL in writing the causes of delay. The vendor is not eligible for any  
other compensation.
- 52. 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
- Valid NISC certificate
  - Entrepreneurs memorandum Part II (EM II) valid based on deemed validity of 5  
years)



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- 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:
- e) 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 case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

#### **b. i. IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).**

- A In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed 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 MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE (L-1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

#### **B Total tendered quantity shall be divided as follows:**

In the ratio of 75 : 18.75 : 6.25 (if L-1 bidder is non MSE), where 75% order will be placed on L-1 bidder, 18.75% on MSE and 6.25% on MSE (owned by SC/ST) subjected to following conditions:

- i. MSEs Matches L-1 price.
- ii. If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (6.25%) will be awarded entirely to other MSE (not owned by SC/ST)  
i.e. total 25% will be awarded to them.
- iii. If no MSE matches the L-1 price, than entire order shall be awarded to L-1 bidder.



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- ii. **IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST).** In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 25% of total tendered value/quantity. In case of more than one such MSE (L1+15%), L3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.
- iii. **IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST)** 100% order will go to the L-1 bidder.
  - A In case of Proprietary 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, at least 51% share shall be held by SC/ST.
- iii. Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.
- iv. Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.
- v. Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation shall be applicable. Bidder who is claiming 3% of the quantity earmarked for Women entrepreneurs are required to submit the documentary evidence to establish the ownership of MSE firm owned by Women entrepreneurs.
  - a) In case of proprietary MSE, proprietor(s) shall be a Women.
  - b) In case of partnership MSE, the Women partners shall be holding at least 51% shares in the unit.
  - c) In case of Private limited companies, at least 51% share shall be held by Women promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.





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Note: All these preference are applicable, subject to the submission of applicable certificates (i.e. District Industries Centres OR Khadi and Village Industries Commission OR Khadi and Village Industries Board OR Coir Board OR National Small Industries Corporation OR Directorate of Handicrafts and handloom OR Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises) **Declaration of UAM number on CPPP portal is mandatory for MSE bidders to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP only**

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.,

In addition to the concessions specified above, MSE suppliers will be eligible for such other concessions as per the MSME Act 2006 and any other benefits / concessions that may be announced by the Government of India from time to time. However, such concessions as applicable at the time of tender opening alone will be applicable. Any concessions advised after tender opening may not be considered for the current tender.

Items that are reserved for MSE and for any other items for which reservations for Indian manufacturers are notified by the Govt. Of India, such concessions as prevailing on the date of tender opening shall apply as a part of this tender condition.

#### 53. FORMAT FOR SUBMITTING E REMITTANCE FORM:

Details are to be furnished in their letter head by the contractor /supplier duly attested by their bankers

1. Name & address of the contractor/supplier
2. Bank a/c no
3. Type of a/c (cc / current)
4. Name of the bank
5. Name of the branch
6. Branch code
7. Banker's address
8. MICR no
9. IFSC code

#### 54. Taxes and Duties:

1. Goods and service Tax (GST) & Cess
  - 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.



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- 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.
- 1.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:  
BHEL GSTN -  
  
NAME -  
  
ADDRESS –
- 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 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.
- 1.5. 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.
- 1.6. 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.
- 1.7. 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.
- 1.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 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.
- 1.10. 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.
2. **All taxes and duty other than GST & Cess:**  
The contractor shall pay all (save the specific exclusions as enumerated in this contract) 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. 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.



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### 3. Statutory Variations:

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.

### 4. New Taxes/Levies –

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.

### 5. Direct Tax

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.

### State wise GSTIN no.s of BHEL

| Sl. No | Projects under state | GSTIN           |
|--------|----------------------|-----------------|
| 1      | Andhra Pradesh       | 37AAACB4146P7Z8 |
| 2      | Bihar                | 10AAACB4146P1ZU |
| 3      | Chhattisgarh         | 22AAACB4146P1ZP |
| 4      | Gujarat              | 24AAACB4146P1ZL |
| 5      | Jharkhand            | 20AAACB4146P5ZP |
| 6      | Karnataka            | 29AAACB4146P1ZB |
| 7      | Kerala               | 32AAACB4146P1ZO |
| 8      | Madhya Pradesh       | 23AAACB4146P1ZN |
| 9      | Maharashtra          | 27AAACB4146P1ZF |
| 10     | Orissa               | 21AAACB4146P1ZR |
| 11     | TamilNadu            | 33AAACB4146P2ZL |
| 12     | Telangana            | 36AAACB4146P1ZG |



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#### Annexure- I

(Applicable only for MSE Suppliers)  
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 on date \_\_\_\_\_ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. 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 \_\_\_\_\_ Lakhs

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 \_\_\_\_\_ Lakhs

(Strike off whichever is not applicable)

The above investment of Rs \_\_\_\_\_ Lakhs is within permissible limit of Rs \_\_\_\_\_ Lakhs for  
\_\_\_\_\_ Micro / 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 5.0. No. 3322(E) dated 01.11.2013 published in the  
gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

Name  
Membership number

(Signature)  
Seal of Chartered  
Accountant